

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 106	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DOL-ETA-17-R-00022		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12/22/2016	
6. REQUISITION/PURCHASE NUMBER		7. ISSUED BY CODE		ETA/OJC IL OCM ISSUE		8. ADDRESS OFFER TO (If other than Item 7)	
US DEPARTMENT OF LABOR 230 S. Dearborn Street Floor 6 Chicago IL 60640							

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION			
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until <u>1200 ES</u> local time <u>04/18/2017</u> (Hour) (Date)			
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.			
10. FOR INFORMATION CALL:	A. NAME KELSON A. BAKER		B. TELEPHONE (NO COLLECT CALLS)
	AREA CODE	NUMBER	EXT.
		C. E-MAIL ADDRESS baker.kelson@dol.gov	

11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input type="checkbox"/>	I	CONTRACT CLAUSES	
<input type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input type="checkbox"/>	F	DELIVERIES OR PERFORMANCE					
<input type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>0</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER	EXT.				

AWARD (To be completed by government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY	
				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) Jeannett W. Jackman		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	FOB: Destination Period of Performance: 01/01/2018 to 12/31/2022 Operation of the Ottumwa Job Corps Center Base Period of Performance: January 1, 2018 - December 31, 2018 Product/Service Code: U006				

TABLE OF CONTENTS

PART I: THE SCHEDULE

SECTION B. SUPPLIES OR SERVICES AND PRICES/COSTS	4
SECTION C. STATEMENT OF WORK.....	12
SECTION D. PACKAGING AND MARKING.....	24
SECTION E. INSPECTION AND ACCEPTANCE	25
SECTION F. DELIVERIES OR PERFORMANCE.....	26
SECTION G. CONTRACT ADMINISTRATION DATA.....	29
SECTION H. SPECIAL CONTRACT REQUIREMENTS	37

PART II: CONTRACT CLAUSES

SECTION I. CONTRACT CLAUSES AND PROVISIONS.....	56
---	----

PART III: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J. LIST OF ATTACHMENTS	67
--------------------------------------	----

PART IV: REPRESENTATIONS AND INSTRUCTIONS

SECTION K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS	69
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS.....	77
SECTION M. EVALUATION FACTORS FOR AWARD	99

SECTION B. SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BACKGROUND

The U.S. Department of Labor, Job Corps has a requirement for operating the Ottumwa Job Corps center located at 15229 Truman Street, Ottumwa, IA 52501.

The North American Industry Classification System (NAICS) code for this acquisition is **611519**. The small business size standard is **\$38.5M**.

The contractor shall operate the aforementioned Job Corps center, which includes provision of academic, career technical, career success skills, and career development training, and related support services, for a PLANNED OBS total of 237 students consisting of 109 residential male students, 108 residential female students, 10 nonresidential male students, and 10 nonresidential female students. This contract shall be awarded at the **TARGET** On-Board Strength of 237.

All operations, services, and deliverables under these items shall be provided as specified in Sections C and F of this document.

B.2. HYBRID CONTRACT TYPE

This is a hybrid (Firm Fixed-Price with Cost Reimbursable Not-to-Exceed (NTE) CLINs) Contract as defined at Subpart 16.203 of the Federal Acquisition Regulation.

Cost Reimbursement Not-to-Exceed CLINs are only applicable to CLINs 0002, 1002, 2002, 3002, and 4002 and corresponding Option CLINs. The contractor will be reimbursed for the actual cost of the service or item. The cost of services shall be fair and reasonable. There will be no fee/profit or overhead permitted on these lines.

B.3 PRICING SCHEDULE

The Contract Line Item Numbers (CLINs) are a combination of Firm-Fixed-Price (FFP) and Cost Reimbursement (CR) Not-To-Exceed (NTE).

Offerors shall propose at the TARGET OBS LEVEL of 237. The contract shall be evaluated at the exercise of each option period and modified by supplemental agreement to reflect changes in the OBS. Changes reflected in OBS shall be based on per student price in blocks of ten.

FFP CLINS (0001, 0003, 0004, 0005, and 0006) are calculated on a per month, fully burdened unit pricing structure. This will permit the contractor to bill ½ of that unit price per bi-weekly invoice.

In accordance with section G of the solicitation liquidated damages will be assessed on FFP as

stated herein.

For Demonstration Projects, a “not to exceed” ceiling will be negotiated at the time that Demonstration projects, if any, are identified, and incorporated by contract modification. Further, there shall be no fixed fee or incentive fee based on work involved with capital line items, which consists of work or purchases funded under the Construction, Rehabilitation, and Acquisition; Equipment; and CTST categories listed above. Indirect cost charges shall not be allowed for or based on Construction, Rehabilitation, and Acquisition; Equipment; or CTST costs, unless authorized by the Contracting Officer.

The amount to be reimbursed to the contractor for purchased Government Furnished Property (as defined in the Job Corps Policy and Requirements Handbook (PRH) Appendix 505, 505a, 505b, and ETA Property Management Handbook, Issue 359, including revisions and amendments thereto), is provided in the pricing schedule below.

The contractor agrees that the costs generated under construction, rehabilitation, equipment and Career Technical Skills Training (CTST) shall be maintained in a separate accounting classification to be entitled "Capital Expense Accounts," as outlined in PRH Chapter 5 and Appendix 502.

General Travel includes routine local travel in and around the Ottumwa Job Corps Center. Mileage in and around the Job Corps Center shall be subject to the [Federal Travel Regulation](#). All travel receipts shall be submitted during the billing period for the trip.

Travel and Training costs includes non-routine travel for training, conference attendance or professional activities and shall require a 3 - week advance notice and written approval from the Contracting Officer's Representative (COR) and final approval of the Contracting Officer.

Airfare, lodging, transportation and meals are subject to the [Federal Travel Regulation](#) at the time of travel. All travel receipts shall be submitted during the billing period for the trip. Travel and Training outside of the commuting area of the Center is reimbursable.

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Base Period:						
0001	Center Operations Type: FFP	12	MO	N/A		
SubCLIN	01 Academic Personnel Exp	12	MO			
	02 Other Academic Exp	12	MO			
	03 CTT Personnel Exp	12	MO			
	04 Other CTT Exp	12	MO			
	05 Career Success Personnel Exp	12	MO			
	06 Other Career Success Exp	12	MO			
	08 Clothing	12	MO			

	09 Support Ser Personnel Exp	12	MO			
	10 Other Support Ser Exp	12	MO			
	11 Medical Personnel Exp	12	MO			
	13 CP/CTR Personnel Exp	12	MO			
	14 Other CP/CTR Exp	12	MO			
	15 Admin Personnel Exp	12	MO			
	16 Other Admin Exp	12	MO			
	17 Indirect Admin Exp	12	MO			
	18 Facil Maint Personnel Exp	12	MO			
	20 Security Personnel Exp	12	MO			
	22 Communications	12	MO			
	24 Facility Lease Cost	12	MO			
0001A	28 Contractor's Technical Performance Incentive Fee					
0002	Center Operations Expenses Type: CR NTE					NTE
SubCLIN	07 Food					
	12 Other Medical Exp					
	19 Other Facil Maint Exp					
	21 Other Security Exp					
	23 Utilities and Fuel					
	27 Travel and Training					

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Option I:						
1001	Center Operations Type: FFP	12	MO	N/A		
SubCLIN	01 Academic Personnel Exp	12	MO			
	02 Other Academic Exp	12	MO			
	03 CTT Personnel Exp	12	MO			
	04 Other CTT Exp	12	MO			
	05 Career Success Personnel Exp	12	MO			
	06 Other Career Success Exp	12	MO			
	08 Clothing	12	MO			
	09 Support Ser Personnel Exp	12	MO			
	10 Other Support Ser Exp	12	MO			
	11 Medical Personnel Exp	12	MO			
	13 CP/CTR Personnel Exp	12	MO			
	14 Other CP/CTR Exp	12	MO			
	15 Admin Personnel Exp	12	MO			
	16 Other Admin Exp	12	MO			
	17 Indirect Admin Exp	12	MO			
	18 Facil Maint Personnel Exp	12	MO			
	20 Security Personnel Exp	12	MO			
	22 Communications	12	MO			
	24 Facility Lease Cost	12	MO			
1001A	28 Contractor's Technical Performance Incentive					
1002	Center Operations Expenses Type: CR NTE			Estimated Cost (Including G&A)		NTE
SubCLIN	07 Food					
	12 Other Medical Exp					
	19 Other Facil Maint Exp					
	21 Other Security Exp					
	23 Utilities and Fuel					
	27 Travel and Training					
1003	Surge CLIN (Only exercised if change in OBS increments of ten (10)) Type: NSP		EA			

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Option 2:						
2001	Center Operations Type: FFP	12	MO	N/A		
SubCLIN	01 Academic Personnel Exp	12	MO			
	02 Other Academic Exp	12	MO			
	03 CTT Personnel Exp	12	MO			
	04 Other CTT Exp	12	MO			
	05 Career Success Personnel Exp	12	MO			
	06 Other Career Success Exp	12	MO			
	08 Clothing	12	MO			
	09 Support Ser Personnel Exp	12	MO			
	10 Other Support Ser Exp	12	MO			
	11 Medical Personnel Exp	12	MO			
	13 CP/CTR Personnel Exp	12	MO			
	14 Other CP/CTR Exp	12	MO			
	15 Admin Personnel Exp	12	MO			
	16 Other Admin Exp	12	MO			
	17 Indirect Admin Exp	12	MO			
	18 Facil Maint Personnel Exp	12	MO			
	20 Security Personnel Exp	12	MO			
	22 Communications	12	MO			
	24 Facility Lease Cost	12	MO			
2001A	28 Contractor's Technical Performance Incentive Fee					
2002	Center Operations Expenses Type: CR NTE					NTE
SubCLIN	07 Food					
	12 Other Medical Exp					
	19 Other Facil Maint Exp					
	21 Other Security Exp					
	23 Utilities and Fuel					
	27 Travel and Training					
2003	Surge CLIN (Only exercised if change in OBS increments of ten (10)) Type: NSP		EA			

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Option 3:						
3001	Center Operations Type: FFP	12	MO	N/A		
SubCLIN	01 Academic Personnel Exp	12	MO			
	02 Other Academic Exp	12	MO			
	03 CTT Personnel Exp	12	MO			
	04 Other CTT Exp	12	MO			
	05 Career Success Personnel Exp	12	MO			
	06 Other Career Success Exp	12	MO			
	08 Clothing	12	MO			
	09 Support Ser Personnel Exp	12	MO			
	10 Other Support Ser Exp	12	MO			
	11 Medical Personnel Exp	12	MO			
	13 CP/CTR Personnel Exp	12	MO			
	14 Other CP/CTR Exp	12	MO			
	15 Admin Personnel Exp	12	MO			
	16 Other Admin Exp	12	MO			
	17 Indirect Admin Exp	12	MO			
	18 Facil Maint Personnel Exp	12	MO			
	20 Security Personnel Exp	12	MO			
	22 Communications	12	MO			
	24 Facility Lease Cost	12	MO			
3001A	28 Contractor's Technical Performance Incentive Fee					
3002	Center Operations Expenses Type: CR NTE					NTE
SubCLIN	07 Food					
	12 Other Medical Exp					
	19 Other Facil Maint Exp					
	21 Other Security Exp					
	23 Utilities and Fuel					
	27 Travel and Training					
3003	Surge CLIN (Only exercised if change in OBS increments of ten (10)) Type: NSP		EA			

CLIN	Description	Quantity	Unit	Estimated Cost	Unit Price	Total
Period of Performance Option 4:						
4001	Center Operations Type: FFP	12	MO	N/A		
SubCLIN	01 Academic Personnel Exp	12	MO			
	02 Other Academic Exp	12	MO			
	03 CTT Personnel Exp	12	MO			
	04 Other CTT Exp	12	MO			
	05 Career Success Personnel Exp	12	MO			
	06 Other Career Success Exp	12	MO			
	08 Clothing	12	MO			
	09 Support Ser Personnel Exp	12	MO			
	10 Other Support Ser Exp	12	MO			
	11 Medical Personnel Exp	12	MO			
	13 CP/CTR Personnel Exp	12	MO			
	14 Other CP/CTR Exp	12	MO			
	15 Admin Personnel Exp	12	MO			
	16 Other Admin Exp	12	MO			
	17 Indirect Admin Exp	12	MO			
	18 Facil Maint Personnel Exp	12	MO			
	20 Security Personnel Exp	12	MO			
	22 Communications	12	MO			
	24 Facility Lease Cost	12	MO			
4001A	28 Contractor's Technical Performance Incentive Fee					
4002	Center Operations Expenses Type: CR NTE					NTE
SubCLIN	07 Food					
	12 Other Medical Exp					
	19 Other Facil Maint Exp					
	21 Other Security Exp					
	23 Utilities and Fuel					
	27 Travel and Training					
4003	Surge CLIN (Only exercised if change in OBS increments of ten (10)) Type: NSP		EA			

Period of Performance:						
5001	Transition In	1	MO			
Period of Performance:						
5002	Transition Out	1	MO			
Period of Performance:						
5003	6-Month Extension of Services	6	MO			

Period of Performance: Entire Length of Contract						
6001	Construction, Rehabilitation, and Acquisition (CRA) (B1)					
6002	Equipment (B2)					
6003	Career Technical Skills Training (B4)					
6004	Demonstration Projects – TBD					

SECTION C. STATEMENT OF WORK

INTRODUCTION

This Statement of Work sets forth the contract performance requirements for the operation and management of the Ottumwa Job Corps center.

C.1 GENERAL

A. Background

Job Corps is a national residential training and employment program administered by the U.S. Department of Labor to address the multiple barriers to employment faced by disadvantaged youth throughout the United States. Job Corps was originally established by the Economic Opportunity Act of 1964; current authorization for the program is the Workforce Innovation and Opportunity Act (WIOA) of 2014.

Job Corps provides comprehensive career development services to students including academic, career technical, career success and independent living skills, career readiness training, and support services. The unique combination of services provided in Job Corps is intended to prepare youth to obtain and hold gainful employment, pursue further education or training, or satisfy entrance requirements for careers in the Armed Forces.

B. Objective

The contractor shall provide material, services, and all necessary personnel to operate a Job Corps center (Center). The contractor shall provide enrolled youth, meeting Job Corps' eligibility or admission requirements, with a comprehensive range of career development services leading to employment and long-term attachment to the workforce. The contractor shall:

1. Provide academic, career technical, career success, employability, and independent living skills training.
2. Provide basic health care, counseling, and other support services as required by the PRH.
3. Conduct program operations in a setting that is clean, well maintained, and safe.
4. Assist youth in obtaining employment, additional education or training, or entry into the Armed Forces.
5. Provide support that prepares graduates to maintain long-term attachment to the labor market or further educational opportunities.

1. Integrate center operations with the local workforce development systems, employers, the business community, and community-based organizations.

The general scope of work includes the participation of the contractor in demonstration projects initiated by the U.S. Department of Labor. An equitable adjustment shall be made for those projects determined to be an increase in work within the general scope of the contract via a supplemental agreement to the contract negotiated with the contractor. All disputes arising under these actions are subject to the disputes clause.

C. Center Design

The center shall operate at a planned, average on-board strength as noted below:

Category	Number
Residential Male Students	109
Residential Female Students	108
<i>Subtotal Residential Students</i>	<i>217</i>
Nonresidential Male Students	10
Nonresidential Female Students	10
<i>Subtotal Nonresidential Students</i>	<i>20</i>
Total Planned Average On-Board Strength	237

The contractor shall be continually prepared to receive a sufficient number of students to maintain the average on-board strength capacity noted above and a surge capacity of up to 103 percent, where facilities can accommodate the increased capacity. Performance up to 103 percent of capacity shall be performed within the estimated cost of this contract.

During each Contract Year, the contractor shall not exceed an average of 103% of the planned OBS specified above. The contractor cannot request students or otherwise indicate availability to accept students to the extent fulfilling that request would put the center over the Contract Year average OBS of 103%. All costs incurred resulting from any enrollments which cause the contractor's OBS to exceed the Contract Year average of 103%, shall be deemed unallowable. In addition, the Department reserves the right to pursue legal action or otherwise seek relief against any contractors exceeding 103% Contract Year average.

The contractor shall continue to pursue activities to ensure OBS levels are maintained in accordance with the contract throughout the contract year. The contractor agrees to maintain the minimum OBS level as specified in Section C. Center Design.

D. Governing Regulations, Handbooks

The Workforce Innovation and Opportunity Act (WIOA) of 2014, is the Job Corps Program's authorizing legislation and is hereby incorporated into this RFP and the resultant contract by reference.

The PRH has been developed to include all mandatory program operation and reporting requirements in one document and is hereby incorporated into this RFP and the resultant contract by reference. If for any reason any provision of this RFP is in direct conflict and inconsistent with a provision of the PRH incorporated herein, then (the RFP or resulting contract) shall be controlling and take precedence over the conflicting provision. The Job Corps program is defined in the Code of Federal Regulations, Title 20 - Labor, Subtitle A - Office of the Secretary of Labor, Part 670. The contractor shall follow the PRH, the Regulations, and all other requirements established in this contract. The PRH is routinely updated and amended and the contractor shall be responsible for complying with all updates and amendments. The PRH is available at:

https://www.jobcorps.gov/AboutJobCorps/performance_planning.aspx

E. Career Technical Training by National Office Contractors

A portion of the career technical training offered in this program may be training implemented under separate contracts between the U.S. Department of Labor and one or more national training contractors (NTCs) under the terms and conditions specified in the Memorandum of Understanding shown in the PRH as Appendix 302. (Any training programs operated by NTCs are identified in Section C.3.C.13 of the RFP.)

C.2 SITE

The Ottumwa Job Corps Center is located near/in the city of Ottumwa, Wapello County, state of Iowa. The property and site are described in the Facility Survey dated April 21, 2014, which is available as an electronic attachment to this RFP.

C.3 PROGRAM CONTENT

A. Outreach and Admissions

The contractor shall perform outreach and admissions activities as required by this contract, which ensure that the Job Corps program maintains a positive public image, maintains a ready supply of eligible and committed applicants, and works in partnership with individuals, communities, organizations, employers, and state and local workforce development systems.

1. **Center's Role in Outreach and Admissions:**

a. **Outreach:** The contractor shall promote positive public awareness about the Job Corps program and shall ensure that the center is an active partner within the local community and with the state's workforce investment system. The contractor shall provide support to Outreach and Admissions contractors to ensure that the center is maintained at overall design capacity. The contractor shall establish relationships with and mechanisms to involve the local community,

employers, and business organizations in the operation of the Job Corps center through center industry councils and business and community liaison activities. Public education and community/employer involvement shall be conducted in accordance with PRH 1.1.

b. Admission: The contractor shall establish procedures for applicant file review on the center level to include processes for the review of applicant health information. The contractor shall ensure that all assigned students are contacted by the center prior to arrival. The contractor shall establish procedures for assignment of applicants to the center in accordance with the regional office guidelines to ensure the center maintains contracted student enrollment capacity as per PRH 1.4.

B. Career Preparation Period

The contractor's performance shall be measured against the goals established by the Employment & Training Administration each year in the Outcome Measurement System.

The contractor shall provide each new student with comprehensive Career Preparation activities designed to assist the student to acclimate to center life, fully participate in center activities, set career goals, and acquire basic skills to enhance job readiness and job search competencies, in accordance with PRH 2.

1. **Center Plan:** The contractor shall develop a comprehensive Career Preparation Plan that will ensure efficient and effective delivery of services to students. Specific requirements for a delivery system are outlined in PRH 2.1.
2. **Introduction to Center Life:** The contractor shall provide a comprehensive introduction to center life for new arrivals. The program shall provide activities to assist students in learning about center offerings, standards, and procedures and assist them in making a successful transition to center life. Requirements for program content and structure are contained in PRH 2.2.
3. **Student Assessment:** The contractor shall assess student needs and interests so that services can be assigned appropriately. Requirements for program content and structure are contained in PRH 2.3.
4. **Personal Counseling:** The contractor shall provide initial intervention and counseling services to address the personal and social development needs of students, and to coordinate the delivery of center and community services. Requirements are contained in PRH 2.4.
5. **Student Career Planning:** The contractor shall provide students with a program of career exploration, and assist students in selecting their career technical training programs and developing Personal Career Development Plans, in accordance with requirements contained in PRH 2.5.

6. **Navigating the Labor Market:** The contractor shall provide new students with an introduction to fundamental job search and information technology skills needed to successfully navigate the labor market. Requirements are contained in PRH 2.6.
7. **Career Success Standards:** The contractor shall provide new students with an overview and introduction to center expectations, behavioral standards, and the Career Success Standards they will be expected to meet during enrollment in order to successfully participate in the program and become employable as required in PRH 2.7.
8. **Personal Development Skills:** The contractor shall provide new students with an introduction to social and employability skills, conflict resolution skills, and introductory driver's education training to facilitate employment readiness and successful participation in the Job Corps program. Requirements for program content and structure are contained in PRH 2.8.
9. **Career Development Readiness:** The contractor shall ensure that students are fully prepared for successful participation in the Career Development Period by providing services required in PRH 2.9.

C. **Career Development Period**

The contractor's performance shall be measured against the goals established by the Employment & Training Administration each year in the Outcome Measurement System.

The contractor shall provide an integrated program of center-based, work-based, and independent living skills training that shall meet all the requirements of PRH Chapter 3. The program shall be delivered to ensure that students:

- Acquire the academic, technical and career success foundation skills, specific knowledge, and competencies needed to achieve their career goals.
- Understand how to progress in the workplace environment.
- Move successfully from the learning environment to the work environment.
- Experience personal growth.
- Learn self-management, personal responsibility, and both community and independent living skills.

At a minimum, the training program shall consist of:

1. **Center Plan:** The contractor shall develop a comprehensive Career Development Plan that will ensure efficient and effective delivery of work place and life skills training to students. Specific requirements for a delivery system are outlined in PRH 3.1.

2. **Administration and Management of Career Development Services:** The contractor shall develop administrative processes to ensure efficient and effective delivery of training to students. Specific requirements for a delivery system are outlined in PRH 3.2.
3. **Personal and Career Counseling:** The contractor shall provide students with personal and career counseling services to assess individual needs, provide career guidance, and deliver appropriate services to meet individual needs. Personal and Career Counseling services shall be performed in accordance with the requirements of PRH 3.3.
4. **Student Standards of Conduct:** The contractor shall develop a system that promotes high standards of student conduct through the application of incentives and sanctions. The contractor shall maintain an environment that is free from drugs and violence. Students shall be provided with opportunities for due process in disciplinary proceedings. Rules and procedures for student conduct are provided in PRH 3.4.
5. **Evaluation of Student Progress:** The contractor shall provide a system for periodically evaluating student progress and collaborating with students to set short- and long-range career goals. Required content is found in PRH 3.5.
6. **Center-Based Learning Standards:** The contractor shall establish standards for curriculum design, development, and implementation. Requirements for content and structure are contained in PRH 3.6.
7. **Career Success Standards:** The contractor shall provide students with a center culture that regularly fosters opportunities to learn and practice a set of behavioral expectations that support employability and social development for career success as required in PRH 3.7.
8. **Work-Based Learning Standards:** The contractor shall incorporate work-based learning as a primary instructional method of training. Students shall be provided opportunities to learn about career opportunities and employer expectations, and to learn about and apply new occupational skills in actual workplaces and on work projects, including CTST projects. Specific requirements regarding training methods and procedures are found in PRH 3.8.
9. **Reading:** The contractor shall develop and administer reading skills instruction that provides students with the skills needed for employment in their chosen careers and assists them to function independently in society. Instruction is required for each of the reading competencies listed in PRH 3.9.
10. **Mathematics:** The contractor shall develop and administer instruction in mathematics skills that provides students with the skills needed for employment in their chosen careers. Instruction is required for each of the mathematics competencies listed in PRH 3.10.
11. **High School Equivalency (HSE)/High School Diploma (HSD):** The contractor shall provide students with the skills and knowledge necessary to pass the examination for the High School Equivalency (HSE) test (HSE) or to obtain their High School Diploma (HSD). The contractor shall make every possible effort to assure that students attain their HSE or

HSD. Specific requirements for the **HSE /HSD** program are found in PRH 3.11.

- 12. English as a Second Language (ESL):** The contractor shall provide students with limited English proficiency the opportunity to develop English language and acculturation skills. Specific requirements for ESL are contained in PRH 3.12.
- 13. Career Technical Training:** The contractor shall provide individualized competency-based career technical training for students. Training shall provide students with the skills required for entry-level employment in specific careers approved by the U.S. Department of Labor. Specific requirements for career technical training are listed in PRH 3.13.

The following career technical training programs will be offered at the center:

Career Technical Training Offering	Training Slots*	
	On Center	Off Center
Material Handling and Distribution Operations	30	-
Medical Office Support	30	-
Nurse Assistant/Home Health Aide	30	-
Network Cable Installation	30	-
Facilities Maintenance	24	-
Off-Center Training (OCT)	-	74
Advanced Career Training (ACT) to match Regional Career Pathways (LPN, Welding, EMT, IT)	-	5
TOTAL SLOTS	144	79

*Indicates programs offered by National Training Contractors (NTCs)

- 1. Concurrent Training is applicable to this contract):** The contractor shall broaden career technical training opportunities available to Job Corps students through linkages with external training providers. The program shall meet all the requirements of PRH 3.14.
- 2. Information Technology:** The contractor shall provide students with instruction and practice in applied information technology, computer-based learning, and business-related technology. Specific skills and knowledge that must be incorporated into all training activities are outlined in PRH 3.15.
- 3. Residential Living:** The contractor shall create a safe, clean, and attractive environment that allows students to learn and practice independent and community living skills. Requirements and content are found in PRH 3.16.
- 4. Wellness:** The contractor shall provide instruction to students on practices that lead to physical and mental health and enhance employability. Instruction is required for each of the subjects listed in PRH 3.17.

5. **Recreation and Leisure Time Activities:** The contractor shall provide students with a comprehensive program of recreational activities and events that promotes productive and socially acceptable use of leisure time. Activities shall be provided that build self-esteem and enhance the Job Corps experience by providing opportunities for all students to participate in enjoyable and safe activities. The program shall meet all the requirements of PRH 3.18.
6. **Student Government and Leadership:** The contractor shall develop and support activities that enable students to learn and practice skills in leadership, citizenship, and self-government. The activities shall include a student benefit fund, to be managed by student government with the assistance of center staff. Requirements for content and structure are contained in PRH 3.19.
7. **Driver Education:** The contractor shall provide driver education training to all students who do not already possess driver's licenses. Students shall be provided the skills and knowledge necessary to pass the State examination and shall be given the opportunity to acquire a driver's license while enrolled. Specific requirements for driver education are contained in PRH 3.20.
8. **Career Transition Readiness:** The contractor shall develop and implement systems and procedures to assist students to effectively transition from center life to the workforce. Requirements are detailed in PRH 3.21.

D. **Management**

The contractor shall provide direction, management, and administrative support to all functions and activities of the center. The contractor shall establish systems that ensure:

- Effective program organization and management.
- Program integrity and accountability.
- Staff professionalism and development.

At a minimum, the program shall consist of:

1. **Program Management:** The contractor shall establish systems that ensure achievement of program goals and maintenance of quality performance. Expected procedures for monitoring and tracking operations and outcomes are listed in PRH 5.1.
2. **Personnel:** The contractor shall recruit, hire, and retain qualified staff, in accordance with the requirements of PRH 5.2 and Exhibit 5-3. The contractor shall develop and implement policies which promote a working environment of equal opportunity that is free of race, gender, or ethnic bias.
3. **Staff Training:** The contractor shall provide training opportunities which ensure that staff possesses the knowledge and skills necessary to perform their job duties and enable them to serve as positive role models for students. Specific training requirements are

detailed in PRH 5.3 and Exhibit 5-4.

4. **Personal Safety and Security:** The contractor shall develop and implement procedures to ensure students feel safe and secure on center and their rights are protected. Rules for protection of students, staff, and property are outlined in PRH 5.4.
5. **Management and Reporting of Significant Incidents:** The contractor shall develop and implement procedures to prevent, resolve, and report significant incidents in order to reduce negative impact on students, the community, and the Job Corps program. Guidelines for reporting and managing significant incidents are detailed in PRH 5.5.
6. **Procurement and Property Management:** The center shall establish systems to procure property, services, and supplies in a cost-efficient and environmentally-friendly manner in accordance with Government policies. The contractor shall also establish systems to provide procedures for receipt and accountability of Government-owned property, materials, and supplies, in accordance with PRH 5.6 and Appendices 505, 505a, and 505b. The contractor shall establish and maintain the Job Corps vehicle fleet in accordance with PRH 5.13 and Appendices 506, 507, and 508.
7. **Financial Management:** The contractor shall develop and maintain systems to effectively plan, budget, and control expenses that shall safeguard public funds and ensure the cost-effective provision of services to meet program goals. The contractor shall establish and maintain a financial management system that meets all of the requirements of PRH 5.7 and Appendices 502 and 503.
8. **Facilities:** The contractor shall establish and maintain a system for facilities maintenance in order to provide a safe and clean environment for students and staff. Facilities shall be maintained and managed in accordance with PRH 5.9, 5.10, and 5.11.
9. **Energy and Water Conservation:** The contractor shall operate an energy conservation program to promote energy conservation and reduce overall operations costs, in accordance with PRH 5.12.
10. **Introduction to Environmental Safety and Occupational Health:** The contractor shall ensure that students and staff work and live in environmentally healthy surroundings, in accordance with PRH 5.14.
11. **Safety Plans, Inspections, Reporting and Recordkeeping:** The contractor shall provide a safe training, living, and working environment and provide opportunities for students to learn and practice workplace safety procedures in accordance with PRH 5.14 through 5.20.

Contractors shall be accountable for understanding and complying with the new federally mandated Presidential initiative, Protecting Our Workers and Ensuring Reemployment (POWER), which begins in Fiscal Year (FY) 2011, and with Departmental goals relating to the measurable outcome of 100% timely filing of first aid, and Compensation Act – 1 and 2 (CA-1

and CA- 2) claims in the Safety and Health Information Management System (SHIMS). As part of POWER, Job Corps must improve performance in the following areas:

- a. Reduce total injury and illness case rates.
- b. Increase the timely filing of workers' compensation claims.
- c. Increase the timely filing of Form Number CA-7 (Claim for Compensation).
- d. Increase the timely filing of Form Number CA-16 (Authorization for Examination and/or Treatment).
- e. Speed up employees' (i.e., students') return to work in cases of serious injury or illness.

Protecting Our Workers and Ensuring Reemployment (POWER), which began in Fiscal Year (FY) 2011, can be further researched at <https://www.dol.gov/owcp/dfec/power/>

1. Staff Housing (is not available at this center):

The contractor shall operate and manage staff housing associated with this center. The contractor shall ensure that rates are charged in accordance with OMB Circular A-45, which implements 5. U.S.C. Section 5911 (1976). This regulation requires that basic rental rates be set at rates prevailing in the area for similar housing. Following is a description of staff housing provided:

The contractor shall submit a plan and schedule of rates pursuant to PL 88-459 for housing for non-students to the Contracting Officer's Representative (COR), no later than 30 days after contract award. Collection of rent shall become income to the contract and be reported as a reduction to costs on center financial reports.

E. **Administrative Support**

The contractor shall develop systems for providing support services and benefits that:

- Facilitate students' successful participation in Job Corps.
- Accurately track and document student participation and achievements to ensure accountability.

At a minimum, the program shall consist of:

1. **Student Attendance, Leave, and Absences:** The contractor shall establish systems to monitor and track student attendance, provide leave when appropriate, and respond promptly when students are absent without authorization. Required elements for each of these systems are listed in PRH 6.1.
2. **Student Allowances and Allotments:** The contractor shall establish systems for issuing student allowances, allotments, and transition payments. The systems shall be uniformly administered and easily understood by the student population. Criteria for payment of allowances, allotments, and transition payments are detailed in PRH 6.2. and Exhibit 6-2.

3. **Student Records Management:** The contractor shall maintain student records in a manner that ensures accurate documentation of the services and benefits provided to students and safeguard the confidentiality of student information. Required documents that centers must maintain, and procedures for disposition of records, are outlined in PRH 6.3.
4. **Student Enrollments, Transfers, and Separations:** The contractor shall complete all enrollment, transfer, and separation transactions in accordance with PRH 6.4.
5. **Student Clothing:** The contractor shall provide clothing for students and shall guide them in making wardrobe selections that are suitable for the workplace. Specific requirements concerning clothing allowances and recordkeeping systems are found in PRH 6.5.
6. **Student Transportation:** The contractor shall provide economical transportation to students in accordance with PRH 6.6 and Exhibit 6-3. The contractor shall implement procedures for the recovery of unused transportation tickets, and shall reimburse the Government for the cost of unrecovered tickets in accordance with Job Corps policy.
7. **Food Service:** The contractor shall provide students with well-balanced, nutritious meals in a dining environment that is clean, sanitary, attractive, and pleasant. Food service program requirements are described in PRH 6.7.
8. **Student Civil Rights, Including Religious Rights, and Legal Services:** The contractor shall implement procedures that protect students' civil rights and promote an environment free from discrimination and harassment. All applicants and students with disabilities must be provided the opportunity to request and receive reasonable accommodation in accordance with Section 188 of the Workforce Innovation and Opportunity Act of 2014, Section 504 of the Rehabilitation Act of 1973, and their implementing regulations. Guidelines for providing reasonable accommodation are outlined in PRH Appendix 605 Required processes for preventing and resolving student complaints are listed in PRH 6.8 and Appendix 602.
9. **Student Support Services:** The contractor shall ensure that students receive the basic support services included in PRH 6.9. The contractor shall provide students with opportunities to vote and attend religious services if they so choose.
10. **Student Health Services:** The contractor shall provide students with routine health services, support, and education, either directly or through referral to other providers, that shall enhance students' employability and encourage students to maintain a healthy lifestyle. Routine medical, dental, and mental health services and related health programs shall be delivered and administered in accordance with PRH 6.10, 6.11, 6.12, 6.14, Exhibits 6-4, 6-5, and Appendix 607.
11. **Disability Program:** The contractor shall provide individualized and coordinated services to all students with disabilities, ensure all policy and legal requirements related

to serving students with disabilities are met, and ensure access for students with disabilities that focus on employability and independent living, as described in PRH 6.14.

12. **Child Care Arrangements:** The contractor shall assist Job Corps students to arrange suitable child care for their dependent children while they are enrolled in Job Corps, as described in PRH 6.13.
13. **On-Center Child Care Program is not required.**
14. **Administration of Residential Parent/Child Program is not required.**
15. **Center Environment:** The center is not designated as a non-smoking center.

SECTION D. PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E. INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES "INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES -- FIXED-PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND EVALUATION

All inspections and evaluations shall be performed in such a manner as to not unduly delay the contractor's work.

Inspection and acceptance of the work called for under this contract shall be made by the Contracting Officer's Representative (COR) at the contractor's offices, the Job Corps center, or the U.S. Department of Labor, Employment & Training Administration, as applicable.

SECTION F. DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 TYPE OF CONTRACT

This is a hybrid contract consisting of Firm Fixed Price (FFP) with Cost Reimbursement (CR) Not-To-Exceed (NTE) CLINs.

F.3 PERIOD OF PERFORMANCE

Transition: If appropriate, for the purpose of assuming the responsibility of center operations, the contractor shall perform necessary transition functions during the transition period of December 1, 2017 through December 31, 2017.

Operations: Center Operations shall commence on January 1, 2018 and the contractor shall operate the center for a 1-year base period with four, one-year option periods. Therefore, the base period of performance is January 1, 2018 through December 31, 2019.

WIOA Contract Renewal Option Eligibility Requirement: Under WIOA Section 147 paragraph (g) the Contracting Officer shall not exercise any contract renewal option period for Job Corps Center operations if the performance data for up to the previous 2 program year periods show that the Job Corps Center has been ranked in the lowest 10% of all Job Corps Centers and has failed to achieve 50% or higher of expected level of performance with respect to each of the primary indicators of performance for eligible youth.

Exception: The Contracting Officer may exercise renewal options for up to no more than 12 month periods if the Contracting Officer determines that such renewal is in the best interest of the Job Corps program taking into account factors including - -

- A. significant improvement in program performance in carrying out a performance improvement plan;
- B. that the performance is due to circumstances beyond the control of the Job Corps Center operator, such as an emergency or disaster;
- C. a significant disruption in the operations of the center, including the ability to continue to provide services to students, or significant increase in the cost of such operations; or

D. a significant disruption in the procurement process with respect to carrying out a competition for the selection of a center operator.

Additional Considerations: The Contracting Officer shall only exercise a renewal option period if the Job Corps Center operator - -

- A. has satisfactory record of integrity and business ethics;
- B. has adequate financial resources to perform;
- C. has the necessary organization, experience, accounting and operational controls and technical skills; and
- D. is otherwise qualified and eligible under applicable laws and regulations, including that the operator is not under suspension or debarred from eligibility from Federal contracts.

In the event that nonresidential students are enrolled, they shall be provided the following services, in addition to the core services available to all students:

1. Transportation to and from the training site for training days and for limited recreational activities.
2. A locker, lock, and nonresidential student lounge.
3. Lunch on all training days.
4. Breakfast on all training days.
5. Supper and weekend meals if the student wishes to remain on center. Center transportation is not mandatory when students stay for supper and weekend meals.
6. All benefits residential students receive, except as noted herein.

Nonresidential students shall be considered to be in the performance of duty as Federal employees from the time they physically arrive at any scheduled center activity or program until they leave such activity or program.

F.4 PLACE OF PERFORMANCE

The Contractor shall operate the Ottumwa Job Corps Center located Ottumwa Job Corps center located at 15229 Truman Street, Ottumwa, IA 5250.

F.5 DELIVERABLES

The contractor shall deliver all program and reporting requirements as defined in Exhibit 5-2 of the Program Requirements Handbook.

F.6 WIOA CONTRACT RENEWAL OPTION ELIGIBILITY

Under WIOA Section 147 paragraph (g) the Contracting Officer shall not exercise any contract renewal option period for Job Corps Center operations if the performance data for up to the previous 2 program year periods show that the Job Corps Center has been ranked in the lowest 10-percent of all Job Corps Centers and has failed to achieve 50-percent or higher of expected

level of performance with respect to each of the primary indicators of performance for eligible youth.

Exception: The Contracting Officer may exercise renewal options for up to no more than 2 year periods if the Contracting Officer determines that such renewal is in the best interest of the Job Corps program taking into account factors including:

- 1) Significant improvement in program performance in carrying out a performance improvement plan;
- 2) That the performance is due to circumstances beyond the control of the Job Corps Center operator, such as an emergency or disaster;
- 3) A significant disruption in the operations of the center, including the ability to continue to provide services to students, or significant increase in the cost of such operations; or
- 4) A significant disruption in the procurement process with respect to carrying out a competition for the selection of a center operator.

Additional Considerations: The Contracting Officer shall only exercise a renewal option period if the Job Corps Center operator:

- 1) Has satisfactory record of integrity and business ethics;
- 2) Has adequate financial resources to perform;
- 3) Has the necessary organization, experience, accounting and operational controls and technical skills; and
- 4) Is otherwise qualified and eligible under applicable laws and regulations, including that the operator is not under suspension or debarred from eligibility from Federal contracts.

SECTION G. CONTRACT ADMINISTRATION DATA

G.1 DOLAR 2952.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (MAY 2004)

(a) The Contracting Officer's Representative (COR) for this contract **shall be named in a designation letter.**

(b) The COR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise services to accomplish the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the scope of work, the contracting officer must issue such changes.

G.2 CONTRACTING OFFICER'S REPRESENTATIVE RESPONSIBILITIES

In addition to those responsibilities named in DOLAR 2952.201-70, Contracting Officer's Representative (May 2014), the Contracting Officer's Representative is responsible for the duties listed below. Please note that this is not a comprehensive list.

1. Recommend contract modifications to the Contracting Officer as a result of monitoring or as may be requested by the contractor.
2. Review and coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.
3. Review and approve required plans, e.g., Career Development Service Systems (CDSS) Plan, Career Technical Skills Training (CTST) Plan, etc.

G.3 FEES

G.3.1: Technical Performance Incentive Fee:

Under the terms of this hybrid contract, the contractor shall have the opportunity to earn a technical performance incentive fee for center operations, if applicable, based on achievement of goals. The technical performance incentive fee shall range from 0% to 2.4% of CLIN 0001, 1001, 2001, 3001 and 4001. The technical performance incentive fee shall range from 0% to 2.4% of total CLIN.

Annually, the Employment & Training Administration will establish and publish the performance range for the upcoming Program Year. Performance ranges may fluctuate from year to year based on performance history for the preceding year. To ensure that eventual costs to the Government do not exceed budget availability, the performance range will be set so that there is a balanced distribution between higher and lower performers. Incentive fees shall be linked to performance and cost outcomes.

The performance range will identify maximum and minimum incentive fee payment levels as follows:

- **Maximum:** level at which the contractor receives the maximum available incentive fee payment (2.4%)
- **Minimum:** level below which the contractor receives no incentive fee payment (0%)

The contractor's performance and the amount of technical performance incentive fee earned shall be determined annually after the close of the contract year, based on achievement of Program Year goals within the Job Corps' Outcome Measurement System. Each contractor's performance will be evaluated based on the portion of the contract year that occurred during the Program Year for which the performance range was in effect.

In order to motivate and reward excellence in performance, those contractors whose performance exceeds the top of the National Performance Range will be eligible to earn a technical performance excellence bonus. The bonus will be awarded for performance above the top of the National Performance Range. The amount of the performance excellence bonus pool for the contract will be up to .5%. The bonus pool will be distributed in equal incremental amounts throughout the bonus range.

Under the resultant terms of this contract, the minimum technical performance incentive fee, and the maximum technical performance excellence bonus for Center Operations shall be as follows:

Center Operations:

CLIN	Minimum Technical Performance Incentive Fee (0%)	Average Technical Performance Incentive Fee (1.2%)	Maximum Performance Incentive Fee (2.4%)	Maximum Technical Performance Excellence Bonus (.5%)
0001				
1001				
2001				
3001				
4001				

G.3.2: Cost Reimbursement Not-to-Exceed (NTE):

The contractor shall also perform under the parameters of a Cost Reimbursement NTE structure for CLINS. Under this CLIN structure, the contractor shall adhere to the negotiated NTE amounts for CLIN 0002, 1002, 2002, 3002, and 4002.

G.3.3 Billing and Payment of Fees:**Technical Performance Incentive Fee:**

Upon completion of the contract year, the Contracting Officer will utilize the Job Corps' Outcome Measurement System (OMS) data to evaluate the contractor's overall technical performance, based on achievement of Program Years' goals, and will determine the level of technical performance incentive fee earned by the contractor. The Contracting Officer will then issue a bi-lateral contract modification to increase the funding on the contract's technical performance incentive fee line if incentive fee is earned. Upon receipt of the modification, the contractor would include the technical performance incentive fee earned on the next monthly invoice. Performance Excellence Bonuses will be awarded at the end of the contract year as well. Please note that the contractor shall not invoice for any technical performance incentive fee or Performance Excellence Bonuses until the bi-lateral modification has been awarded. If there is no additional fee earned, the Contracting Office will advise the contractor accordingly.

G.4 INVOICE REQUIREMENTS

Invoices shall be submitted not more frequently than twice a month and shall be based on guidance provided in Appendix 502 and 503 of the PRH.

Standard form 1034 shall be used for invoicing purposes and may be obtained at www.gsa.gov. Each invoice shall be numbered consecutively and shall include billing in accordance with the type of CLIN identified in the contract, along with any accompanying supporting documentation required.

(a) Definitions as used in this clause:

- 1) Contract financing payment has the meaning given in FAR 32.001
- 2) Invoice payment has the meaning given in FAR 32.001
- 3) Payment request means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) Electronic Payment Requests:

Except as provided in paragraph € of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase

card are considered to be an electronic transaction for purposes of this clause, and therefore no additional electronic invoice submission is required.

(c) Data Transmission. A contractor must ensure that the data transmission method and format comply with the following provisions:

- (1) An original invoice shall be prepared and submitted to the Department of Labor (DOL) by email to:

(DOL) by email to (*names to be provided at contract award*):

DOL-CHICAGO@quickpay.dol.gov

Regional Manager/Supervisor

Contracting Officer

Contracting Officer's Representative

Contract Administrator/Specialist

- (2) The contractor shall:

- i. Address the invoice to the appropriate e-mail address specified in the contract.
- ii. Submit the invoice via attachment in PDF or TIFF format.
- iii. Enter specific information in the subject line of the e-mail in the following format:
 1. Contractor Name
 2. DOL Agency
 3. Contract Number
 4. Invoice Number (consecutively numbered)
 5. Invoice Amount (CRA, OPS, OA, CTS) as required
 6. *Example: ABC Co, OASAM, DOL00-00-X0000/X0000, Invoice Number AB-1298433, \$15,000.00.*

- (3) Submit a copy of the email with the attached invoice and supporting documentation to the contracting officer's representative (COR) at the COR email address specified in the contract.
- (4) Before sending another e-mail with the same invoice attachment, confirm whether DOL has already responded and/or whether you have received a success or failure response to your submission.
- (5) *The contractor MUST NOT:*
 - i. Submit an invoice that exceeds the size limit of 16 megabytes (approximately 400-500 pages). However, if the invoice exceed this limit, a summary invoice attachment of less than 16 megabytes should be e-mailed to the payment e-mail address above; while the detailed invoice, including any supplemental information, shall be sent to the COR or other representative at the address.
 - ii. Submit an invoice that is heavy in shading or color.

1. An e-mailed PDF image cannot have any text that has a background with any color other than white. If the image has a shaded background, it will be converted to black, and the text will be illegible.
2. An emailed TIFF image must be black and white.
- iii. Submit more than one attachment, as subsequent attachments will not be recognized.
- iv. Submit more than one invoice in a single attachment.
- v. Attempt to use the "Recall or Resend" email message feature.

(d) General Information.

Payment due dates will be calculated only from the date that invoices are received in the electronic invoicing e-mail box and determined to be proper invoices.

Inquiries regarding invoices should be e-mailed to CHICAGOInvoiceInquiry@dol.gov. The relevant invoice and supplemental documentation must be attached to the inquiry e-mail and the subject line of the e-mail must state "INQUIRY," followed by the information described in paragraph 2n (iii). above.

Example: INQUIRY: <Contractor Name>, DOL Agency, <Contract Number, BPA Call or Order Number>, Invoice Number, <Invoice Amount>

Do NOT use the electronic invoicing e-mail address for inquiries about the invoice.

(e) Invoice requirements.

Invoices shall comply with FAR 32.905.

(f) Exceptions.

- 1) Paper invoices and supplemental documentation should only be faxed or mailed through U.S. mail when electronic mail cannot be accomplished.
- 2) When invoices must be faxed due to e-mail size limitations, fax them to:

312-353-0704

- 3) When paper invoices must be mailed due to e-mail size limitations, mail them to the following address:

U.S. Department of Labor
Office of Financial Management Operations
230 South Dearborn Street, Room 1016
Chicago, IL 60604

- (g) **Cost Incurred:** If invoiced costs include (1) costs of a prior billing period, but not previously billed, or (2) costs incurred during the contract period and claimed after the contract period has expired, **the Contractor shall cite the amount(s) and month(s) in which the costs were incurred.**

- 1) **Billing Period:** Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
 - 2) **Materials and Supplies:** Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount
 - 3) **Subcontract Costs:** List subcontractor(s) by name and amount billed
 - 4) **Travel Costs for Training and Conference Attendance:** Include Contracting Officer's Approval letter with the supporting receipts (airfare, transportation, lodging, meals) for each traveler clearly identifiable during the period in which costs were incurred and for which reimbursement is claimed.
- (h) **Fixed Price:** The technical incentive-fee must be claimed as provided for by the contract. Cite the formula or method used to calculate the technical incentive fee.
- 1) **Fully Burdened Labor:** Insert the fully burdened labor rate for each employee for the billing period in Excel format and include the Staffing Report from the FMS system for the billing period.
 - 2) **Certification:** The Contractor shall include the following certification at the bottom of each payment request: "Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment."
- (i) **Billing for Outreach Administration and Center Transition Costs:** Cite the formula or method of computation for each type of cost under this line item.
- 1) **Total Arrivals:** Include documentation from CITRIX that has been reconciled with the invoice for the billing period
 - 2) **90 Day Arrivals:** Include documentation from CITRIX that has been reconciled with the invoice for the billing period.
 - 3) **Graduate Placement Report:** Include PLE 600 report from the CTS system that has been reconciled with the invoice for the billing period
 - 4) **Former Enrollees:** Include PLE 600 report from the CTS system that has been reconciled with the invoice for the billing period
 - 5) **6-Month Survey (Final Graduate):** Include the Post Placement Survey Report from the CTS system that has been reconciled with the invoice for the billing period.
**Operators that would like to receive credit for graduates who are employed during the six-month survey window, but did not take the six-month survey, may receive credit with the submission of the ETA form 678 with the Placement Verification Requirements as stated in the PRH Exhibit 4.2.*
- (j) The Contracting Officer may require the Contractor to submit detailed support for costs claimed on one or more interim payment requests.

G.6 INTERPRETATION OR MODIFICATIONS

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect the terms or meaning of this contract. All requests for

interpretations, modifications, or changes shall be made in writing to the Contracting Officer.

G.7 SURGE OPTION CLINs

The surge in OBS will be evaluated at the exercise of each option period. The surge OBS shall be based on the per student price identified in Section B of the contract.

G.8 DAMAGES FOR FAILURE TO COMPLY WITH REGULATIONS FOR SEPARATING STUDENTS/ISSUING LEAVES

The contractor agrees to comply with the current requirements for separating students from the program, to prevent artificially extending enrollment in violation of Job Corps requirements, and/or authorizing Invalid Leave Days. The contractor agrees further that the refundable cost to the Government for each day a student is improperly retained (counted in the reported on-board strength), or granted invalid leave, is \$50 per day cost. This amount is identified for each contract year in Section G.7 of this contract, Student Per Year Cost and Per Day Cost. This “Per Day Cost” is then multiplied by the total number of Invalid Days.

If the annual student cost is not stated for any given year, it shall be computed by dividing the total contract amount for the year by the total planned average on-board strength.

Please note that this clause is also applicable to circumstances where the contractor fails to properly separate a student from the program as a result of student misconduct.

G.9 LIQUIDATED DAMAGES FOR INELIGIBLE ENROLLMENT

PLEASE NOTE THAT THIS CLAUSE ONLY APPLIES TO CONTRACTS WITH AN OUTREACH AND ADMISSIONS COMPONENT.

The contractor agrees to comply with the current requirements for eligible enrollments. The contractor agrees that it will refund the Government for costs associated with an ineligible enrollment, which may include the cost to the Government for each day a student is improperly enrolled in the program (counted in the reported on-board strength). The contractor agrees further that the refundable cost to the Government for each day a student was improperly present in the program (counted in the reported on-board strength), is 15% of the Student Per Day Cost. This “Per Day Cost” is then multiplied by the total number of days in which the ineligible student was in the program.

If the annual student cost is not stated for any given year, it shall be computed by dividing the total contract amount for the year by the total planned average on-board strength.

G.10 LIQUIDATED DAMAGES FOR PLACEMENTS FOUND TO BE INVALID

PLEASE NOTE THAT THIS CLAUSE ONLY APPLIES TO CONTRACTS WITH A CAREER TRANSITION SERVICES COMPONENT

The contractor shall be held financially responsible for the costs associated with placements found to be invalid, and shall be required to reimburse the Government in the amount of \$750 per invalid placement.

G.11 LIQUIDATED DAMAGES FOR MISREPORTED ACADEMIC AND CAREER TECHNICAL TRAINING CREDITS

The contractor shall be held liable for any and all Academic (HSE /HSD) or Career Technical Training Completion credits that are determined to be invalid. The contractor shall be required to reimburse the government \$200 for each misreported HSE /HSD, \$500 for each misreported Career Technical Completion and \$1,000 for each combination. Disallowed credit as part of a combination = \$300 incentive + amount for disallowed credit (\$200 or \$500, as applicable).

G.12 LIQUIDATED DAMAGES FOR FAILURE TO MAINTAIN STAFFING LEVELS

The contractor agrees to maintain the minimum staffing levels as specified in section J-4. The contractor agrees to have a maximum vacancy rating not exceeding 5%. The contractor has the specified days to fill the following positions:

Position	Days
Center Director	14
Resident Advisor	14
Security Personnel	14
Academic Advisor	30

**Corporate representation may serve to cover vacancies, however, the salary for the position can be charged to the contract and the difference between corporate salary and the filled position salary must be charged to G&A.*

Liquidated damages will not be assessed at the value specified for the vacant positions within the first 30 days of the vacancy. Damages will be assessed at the rate of 50 percent of the value specified for the vacant position from days 31 through 60. Liquidated damages will be assessed at the full value specified for the vacant positions after 60 days. Liquidated damages will be assessed and subtracted from a subsequent voucher.

G.13 LIQUIDATED DAMAGES FOR FAILURE TO MAINTAIN ON-BOARD STRENGTH (OBS) LEVELS

The contractor shall be assessed Liquidated Damages for each day that the contractor performs below the minimum OBS level. OBS levels that remain below 95% after the 31st day of the vacancy shall be assessed Liquidated Damages at the value specified for the vacant OBS slots within the first 30 days of the vacancy. Damages shall be assessed at the rate of 50 percent of the value specified for the OBS position from days 31 through 60. Liquidated damages will be assessed at the full value specified for the vacant positions after 60 days. Liquidated damages shall be assessed and subtracted from a subsequent voucher.

G.14 FAILURE TO COMPLY WITH CONTRACT TERMS

The contractor shall be held liable for failure to comply with the terms of the contract, including any fraudulent activity resulting from the actions of the contractor or contract staff in accordance with the following clauses, incorporated by reference:

52.203-8	(Jan-97)	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	(Jan-97)	Price or Fee Adjustment for Illegal or Improper Activity

G.15 FUNDING AND FINANCIAL ADMINISTRATION

No Job Corps funds shall be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of the Executive Level I pay rate. (Applicable Executive Pay Schedules are available at: <http://www.opm.gov/>). Proration means that the amount charged for a less than full-time employee cannot exceed an annualized rate equal to the authorized Executive Level 1 rate. Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract, including subcontracted services.

The amount to be reimbursed to the contractor for purchased accountable property and the fixed day/month GSA rental charge exclusive of the GSA mileage charge and exclusive of excess personal property (as defined in the DOL Property Handbook for Employment and Training Administration contractors, including revisions and amendments thereto), is provided in Parts A and B. This amount shall be operative under this contract until such time as the Government may incrementally increase it.

A. Payment:

1. Payment Upon Initial Inspection and Acceptance of Admission Arrivals

Upon receipt of the Arrivals List for Initial Acceptance, the COR shall have five business days to review the student arrivals list and determine acceptance of valid arrivals.

Payment shall be made in the amount of **50%** of the total unit price of the arrival upon the initial acceptance of a valid arrival. Once the COR has completed initial acceptance of an arrival, the contractor can submit an invoice that includes request for payment of the initially accepted arrival. The invoice shall specify the student's name and identification number to enable the COR sufficient information to validate payment.

2. Final Inspection and Acceptance of Admission Arrivals

Upon receipt of the Arrivals List for Final Acceptance, the COR shall have five business days to review the student arrivals list and determine acceptance of a valid arrival.

Payment shall be made in the amount of **50%** of the total unit price of the arrival upon the final acceptance of a valid arrival. Once the COR has completed final acceptance of an arrival, the contractor can submit an invoice that includes request for payment of the finally accepted arrival. The invoice shall specify the student's name and identification number to enable the COR sufficient information to validate payment.

3. Initial Inspection and Acceptance of the Career Transition Placements

The COR shall have five business days to review the documentation and determine initial acceptance of valid career transition placement.

Payment shall be made in the amount of **50%** of the total unit price of the arrival upon the initial acceptance of a valid career transition placement. Once the COR has completed initial acceptance of a career transition placement, the contractor can submit an invoice that includes request for payment of the initially accepted career transition placement. The invoice shall specify the student's name and identification number to enable the COR sufficient information to validate payment.

4. Final Inspection and Acceptance of the Career Transition Placements

Upon receipt of the Career Transition Placements List for Final Acceptance, the COR shall have five business days to review the student arrivals list and determine acceptance of a valid arrival.

Payment shall be made in the amount of **50%** of the total unit price of the arrival upon the final acceptance of a valid career transition placement. Once the COR has completed final acceptance of a career transition placement, the contractor can submit an invoice that includes request for payment of the finally accepted career transition placement. The invoice shall specify the student's name and student identification number to enable the COR sufficient information to validate payment.

B. Limitation on Withholding of Payments

If more than one clause or schedule provision of this contract authorizes the temporary withholding of amounts otherwise payable to the contractor for work performed under this contract, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such clause or schedule provision at that time, provided that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours or employees;
2. Withholdings not specifically provided for by this contract; and

3. The recovery of overpayments.

G.16 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRY (52.232-33) (OCT 2003)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement

of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to [Subpart 32.8](#), is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR'S GENERAL RESEARCH COSTS

It is specifically agreed that no part of the costs of the contractor's sponsored independent general research program shall be charged directly or indirectly to this contract.

H.2 PAYMENT OF ROYALTIES

Payments by the contractor of any sum for royalties or patent rights not included in the ordinary purchase price of standard commercial supplies shall not constitute items of allowable cost hereunder, unless and until approved by the Contracting Officer. Reimbursement to the contractor on account of any such payments shall not be construed as an admission by the Government of the enforceability, validity, scope, or title to any of the patents involved, nor shall any such reimbursement constitute a waiver of any rights or defenses respecting such patents.

H.3 DUPLICATION OF EFFORT

The contractor hereby certifies that costs of work to be performed under this contract and any subcontracts hereunder are not duplicative of any costs charged against any other Government

contract, subcontract, or other Government source. The contractor shall include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$2,500. The contractor agrees to advise the Contracting Officer in writing of any other Government contract or subcontract it has performed, or is performing, which involves work directly related to the purpose of this contract.

H.4 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the contractor shall fully cooperate with such other contractors and with Government employees. The contractor shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by Government employees.

H.5 TRAVEL AND PER DIEM

All travel and per diem charges shall be in accordance with Federal Travel Regulations or those of the contractor, whichever is more restrictive. Current Federal Travel Regulations may be obtained from the Contracting Officer or at the following website: <https://www.gsa.gov>.

H.6 WAGE COMPARABILITY

- A. The contractor agrees: (1) to pay at least the prevailing applicable Federal minimum wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended); and (2) that DOL shall reimburse for compensation in excess of the minimum only to the extent that such compensation does not exceed the standards set forth for reasonableness thereof in the applicable Cost Principles (FAR 31.2). In general, compensation should be limited to an amount that does not exceed the wage or salary payable to persons providing substantially similar services in the area where the program is being carried out, or the area of the particular employee's immediately preceding employment, whichever is higher.
- B. As appropriate and required, the contractor shall pay Davis-Bacon and/or Service Contract prevailing wages and ensure that subcontractors follow those provisions. The contractor is liable for costs if wages are being paid below the prevailing rates. Contractor shall include the applicable Davis Bacon Wage Determination in subcontracts that utilize CRA funding for construction that is substantial and segregated (FAR Part 22.402) and classified as construction subject to Davis Bacon as defined in FAR 52.222-6. Contracts shall also ensure that they are incorporating the prevailing Davis Bacon Wage Determination as of the day that the subcontract is awarded. See attachment J.17 for the Davis Bacon Wage Determination that is applicable to the center as of the day that the contract is awarded.

H.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED

- A. The Service Contract Act of 1965 is not applicable to contracts for the operation and management of Job Corps centers. However, subcontracts awarded by contractors operating and managing Job Corps centers are subject to the Act to the same extent and under the same conditions as contracts made directly by the U.S. Department of Labor. Employees of the

prime contractor who perform Outreach and Admissions and/or Career Transition Services are also exempt from the Service Contract Act.

- B. Subcontracts awarded by contractors operating and managing Job Corps centers shall include FAR clause 52.222-41, in FAR 22.10, with such modifications as would otherwise be inappropriate had the clause been included in the prime contract.
- C. In order that the requirements of FAR 22.10 may be complied with, the contractor shall notify the Contracting Officer not less than 45 days prior to issue of any invitation for bids or requests for proposals, or commencement of negotiations for any subcontract exceeding \$2,500, which may be subject to the Act.
- D. The U.S. Department of Labor is responsible for obtaining prevailing wage rates for service-type subcontracts and shall make applicable wage rates a part of this contract.
- E. Prime and/or subcontractors shall provide the Contracting Officer with a copy of any collective bargaining agreements affecting this contract, in accordance with FAR 22.1008-2.

H.8 NONDISPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACTS (EXECUTIVE ORDER 13495 - JANUARY 30, 2009)

- A. Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.
- B. Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors: (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge; (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b); and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably

believes, based on the particular employee's past performance, has failed to perform suitably on the job.

- C. In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.
- D. If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order No.13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.
- E. In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for noncompliance, provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

H.9 WITHHOLDING

The Contracting Officer shall, upon his/her own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements that is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the prime contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

H.10 POLITICAL ACTIVITY

The contractor agrees that it shall not perform or permit any political propagandizing in connection with the performance of this contract. The contractor's employees, volunteers, and trainees shall not be assigned to conduct political activities or instruction. Funds under this contract shall be used exclusively for performance of the work required under this contract. No funds made available under this contract shall be used to promote any political activities.

H.11 RESTRICTIONS ON CONTRACTOR'S LEGISLATIVE INFLUENCE ACTIVITY

The salary or expenses of anyone engaged in any activity designed to influence legislation or appropriations pending before the Congress shall not be an allowable cost under this contract.

H.12 CONTRACT IDENTIFICATION NUMBER

The contractor agrees to refer to and apply the identifying number of this contract on all correspondence, communications, reports, vouchers, and all other data concerning this contract, or delivered hereunder.

H.13 SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the attention of the Contracting Officer at the address listed on the face sheet of this contract.

H.14 AUTHORIZATION AND CONSENT FOR USE OF PATENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in, and covered by, a patent of the United States in the performance of this contract or any part hereof or any amendment thereto or any subcontract hereunder (including any lower-tier subcontract).

H.15 PATENT RIGHTS

- A. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice, by the contractor or its employees, in the course of, in connection with, or under the terms of, this contract, the contractor shall immediately give the Contracting Officer written notice thereof and shall promptly thereafter furnish the Contracting Officer complete information thereon; and the Contracting Officer shall have the sole and exclusive power to determine whether or not, and where, a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to, and rights under, any patent application or patent that may issue thereon. The determination of the Contracting Officer on all these matters shall be accepted as final and the provisions of the clause of this contract entitled "Disputes" shall not apply; and the contractor agrees that it shall, and

warrants that all of its employees who may be the inventors shall, execute all documents and do all things necessary or proper to effectuate such determination.

- B. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as shall have no access to technical data.
- C. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the subcontractor and its employees.
- D. If the Government obtains patent rights pursuant to this clause of this contract, the contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other firm.
- E. In the event no inventions, improvements, or discoveries (whether or not patentable) are made or conceived, or for the first time actually or constructively reduced to practice by the contractor or its employees in the course of, in connection with, or under the terms of, this contract, the contractor shall so certify to the Contracting Officer before final payment hereunder.
- F. If the contractor is permitted to file patent applications pursuant to this clause, the following statement shall be included within the first paragraph of the specification of any patent application or patent:

"The invention described herein was made in the course of, or under, a contract with the U.S. Department of Labor..."

H.16 ELIMINATION OF SEXIST LANGUAGE AND ARTWORK

All written materials issued by a contractor shall conform to the following guidelines for eliminating sexist language and artwork:

- A. Avoid the use of sex references in job titles. Titles should conform to the Census Bureau's occupational classification system and the 1992 edition of the Dictionary of Occupational Titles, and the O-Net System.
 - Longshore workers instead of longshoremen.
- B. Avoid the use of male and female gender work forms.
 - Aviator to include men and women Demonstrations, not aviatrix.
- C. Include both sexes by using terms that refer to people as a whole.

- Human beings or people instead of mankind.
- D. Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Example: The average American worker spends 20 years of his life in the work force. Sentences such as this can be changed in the following ways:
- Reword to eliminate unnecessary gender pronouns and adjectives: The average American worker spends 20 years in the workforce.
 - Recast into the plural. Most Americans spend 20 years of their lives in the work force.
 - Replace the masculine or feminine pronoun or adjective with "one," "you," "he or she," "her or him," or "his or her:" An average American spends 20 years of his or her life in the work force.
- E. Refer to both men and women in such generic terms as economist, doctor, and lawyer. Identify sex through the use of pronouns.
- The lawyer made her final summation.
- F. Avoid the use of stereotyped terms or expressions such as "man-sized" job.
- Employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.
- G. The use of artwork in publications should conform to the following guidelines:
- Strive to use racially and sexually balanced designs.
 - Depict both men and women in artwork on general subject matters.
 - Show men and women in a variety of roles in photographs, illustrations, and drawings. For example, show men and women as managers and skilled laborers.

H.17 TITLES TO STUDIES

The contractor agrees that all studies, evaluations, proposals, and data produced or developed in the performance of this contract for which reimbursement is appropriate hereunder shall become the property of the Government. This provision does not preclude the contractor from seeking copyright of materials, other than those described above, such as teaching material and curricula.

H.18 PRINTING AND DUPLICATING

This clause is applicable to all contracts that require printing/duplicating services as part of the contractor's performance.

The contractor shall comply with all duplicating and printing regulations issued by the Joint Committee on Printing under the authority of sections 103.501 and 502, Title 44, United States Code. The term "duplicating" as used herein means material produced on single unit duplicating

equipment not larger than 11 by 17 inches and which have a maximum image of 10 3/4 by 14 1/4 inches, using direct image plates not requiring the use of negatives. The term "printing" as used herein shall be construed to include and apply to the process of composition, plate-making, presswork, binding, and microform. If required by the Contracting Officer, the contractor may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages.

The contractor shall not provide duplicating in excess of the quantities stated above or provide printing without the written authorization of the Joint Committee on Printing. Such authorization may be obtained from the Contracting Officer through the Department Printing Officer. Nothing in this clause shall preclude the procurement of writing, editing preparation of manuscript copy, and preparation of related illustrative material.

H.19 DISPOSITION OF DATA AND COPYRIGHTS

- A. The terms "subject data," "contract," and "contractor," as used herein are defined as follows:
 - (i) "Subject Data" includes writing, sound recordings, pictorial reproduction, drawings, or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration;
 - (ii) "Contract" includes contract, subcontract, agreement, and sub-agreement;
 - (iii) "Contractor" includes any party with whom the Government enters a contract.
- B. Subject to the provision of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.
- C. The contractor agrees to and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their duties, a royalty-free, nonexclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees, or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, has, or prior to completion or final settlement of this contract, may acquire the right, or grant such license, without becoming liable to pay compensation to others solely because of such grant.
- D. The contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the subject data furnished under this contract, of all portions of such data copied from work not composed or produced in the performance of this contract and licensed under this clause; provided that, if such subject data is included, evidence shall be submitted by the contractor of the copyright owner's consent to the use of such subject data by the contractor. In the absence of such consent, the contractor agrees not to furnish such subject data.

- E. The contractor shall report to the Contracting Officer promptly and in reasonably written detail, each notice of claim of copyright infringement received by the contractor with respect to all subject data delivered under this contract.
- F. The contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such data.
- G. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- H. The contractor shall not affix any restrictive markings upon any subject data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- I. The contractor further agrees not to publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as may be approved by the Department's Contracting Officer hereunder.
- J. The contractor agrees that the Department's contracting officer hereunder shall determine the disposition of the title to any rights under any copyright secured by the contractor or its employees on copyrightable materials developed under this contract.
- K. Contractor agrees to preserve for a period of 36 months and, upon request of the Contracting Officer, make available to the Government for use, all scientific and technical information, data, and know-how of any nature developed in performance of this contract and in connection with the contractor's activities on or related to this contract, regardless of whether such information, data, and know-how was delivered and/or deliverable under the terms and provisions of this contract.

H.20 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the contractor shall prepare for shipment, deliver F.O.B. destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by the Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

H.21 CONSULTANTS

A. Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked or at a fixed price for performance of a specific task, or at nominal compensation in accordance with the contractor's policies. Written approval from the Contracting Officer must be obtained before a consultant is hired, regardless of contract type (hourly or fixed price).

B. The amount or rate of payment shall be determined on a case-by-case basis taking into account the level and difficulty of the work to be performed, the qualifications of the expert or consultant, the pay rates of comparable individuals performing similar work in Federal or non-Federal sectors, and the availability of qualified candidates.

In no event shall a consultant's allowable rate for any one day exceed the daily equivalent of the highest rate payable under the General Schedule or, if warranted, the highest rate under the Senior Level pay schedule. For consultants hired under the General Schedule, the daily rate is computed by dividing the annual GS-15, step 10, rate (excluding locality pay) by 2087 hours to find the hourly rate of pay and multiplying the hourly rate of pay by 8 hours. Current General Schedule pay rates may be found on the Office of Personnel Management website at <https://www.opm.gov/oca>. The same method shall be used to determine the daily rate for consultants hired under the Senior Level pay schedule. The current Senior Level pay schedule may be found at: <https://www.opm.gov/oca>.

The daily rate is exclusive of travel and per diem cost which may be added to the allowable consultant's rate.

C. The contractor shall maintain a written report for the files of the results of all consultants charged to this contract. This report must include, as a minimum: (1) The consultant's name, dates, hours, and amounts charged to the contract; (2) the names of the contractor's staff to which the services are provided; and (3) the result of the subject matter of the consultation.

H.22 RENTAL COST OF FACILITIES

The contractor shall request the approval of the Contracting Officer's Representative prior to incurring costs for any rental facilities beyond those specified in this contract.

H. 23 CLOSE-OUT PACKAGE

The Contractor has an obligation to initiate the closeout process with the Government. Within ninety (90) calendar days of contract expiration, the Contractor shall provide to the Contracting Officer the following documents:

- The forms necessary for contract closeout should be requested at the time of the contract expiration from the Contracting Officer. These forms will require a cost breakdown of revenue and expenditures under the contract, release for accountable property, final indirect cost rate agreements, and other information peculiar to the contract.

- A draft final invoice for final expenses billable to the contract, or
- A check to the Government for overpayments. The document should identify the contract number, and year from the contract for which the funds are being returned.

Pursuant to the terms of FAR 52.216-7(2)(i), Allowable Cost and Payments, final indirect cost rates must be requested by the contractor from its Cognizant Federal audit agency (CAA) no later six (6) months after the close of each of the Contractor's fiscal years. After the Contractor has received final indirect rates from its CAA, the Contractor has 120 calendar days to submit a revised final invoice to the Contracting Officer for the Contract Years covered by the final indirect cost rate agreement.

Failure to comply with the timeframes mentioned above may negatively impact the contractor's past performance. A closeout notification letter, documents, and instructions will be provided by the Government upon request.

H.24 ANNUAL CLOSEOUT OF CONTRACT COSTS

In accordance with FAR 52.216-7(d) and 42.705, the contractor shall submit its final annual indirect cost rates to the Contracting Officer within 120 days after settlement of the rates with the Contractor's cognizant audit agency. The Contractor shall also submit a settlement invoice, or voucher, reflecting the settled amounts and rates for the Contract periods covered by the final audited rates. Failure to submit a settlement invoice may result in the Contracting Officer making a final determination of costs and reflect this delinquency on the past performance record.

H. 25 COMPLIANCE WITH NONDISCRIMINATION AND EQUAL OPPORTUNITY LAWS

The assurance at 29 CFR 37.20(a) (1) is incorporated by reference into this contract. The assurance provides that the contractor will comply fully with the nondiscrimination and equal opportunity provisions of the following statutes:

- A. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
- B. Section 504 of the Rehabilitation Act of 1964, as amended, which prohibits discrimination against qualified individuals with disabilities;
- C. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- D. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The contractor also assures that it will comply with 29 CFR part 37 and all other regulations implementing the statutes listed above. This assurance applies to the contractor's operation of, or provision of services to, a Job Corps center, program, or activity, and to all subcontracts

entered into by the contractor to carry out the Job Corps program or activity, or its operation of the center. The contractor understands that the United States has the right to seek judicial enforcement of this assurance.

H.26 IDENTIFICATION OF SUBCONTRACTING OPPORTUNITIES

Each solicitation issued under this contract shall include language that clearly indicates that it is a subcontracting opportunity with the contractor. This is intended to ensure that potential bidders understand that solicitations issued in support of this contract are subcontracting opportunities with the contractor rather than prime contracting opportunities with the Department of Labor. For those solicitations posted through the Government Point of Entry, Federal Business Opportunities (FBO.gov), the contractor shall include the following statement: **“THIS IS A SUBCONTRACTING OPPORTUNITY”**. In addition, the signature block for the posting shall identify the name of the purchasing agent, the name of the contractor and the name of the Job Corps center.

H.27 LIMITS ON COMPENSATION

No Job Corps funds shall be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of the Executive Level I pay rate. (Applicable Executive Pay Schedules are available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages>) Proration means that the amount charged for a less than full-time employee cannot exceed an annualized rate equal to the authorized Executive Level I rate. Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract, including subcontracted services.

H.28 KEY PERSONNEL

The personnel specified below or in attachment to this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

(1) Center Director

H.29 ORGANIZATIONAL CONFLICT OF INTEREST OCI-1 EXCLUSION FROM FUTURE AGENCY CONTRACTS (DEC 2012)

This clause supplements the FAR provisions on organizational conflicts of interest, located at FAR subpart 9.500 and should be read in conjunction with these provisions. To the extent there is any inconsistency or confusion between the two provisions, the FAR provision controls.

(a) Work under this contract may create a future organizational conflict of interest (OCI) that could prohibit the Contractor from competing for, or being awarded, future Government contracts. The following examples illustrate situations in which organizational conflicts of interest may arise. They are not all inclusive, but will be used by the Contracting Officer as general guidance in individual contract situations:

(1) *Unequal Access to Information.* The performance of this contract may provide access to “nonpublic information,” which could provide the Contractor an unfair competitive advantage in later contracts or competitions for other DOL contracts. Such an advantage could be perceived as unfair by a competing Contractor who is not given similar access to the same nonpublic information that is related to the future procurement action. If you, as a Contractor, in performing this contract, obtain nonpublic information that is relevant to a future procurement action, you may be required to submit and negotiate an acceptable mitigation plan prior to being deemed eligible to compete on the future action. Alternatively, the “nonpublic information” may be provided to all Contractors.

(2) *Biased Ground Rules.* Your contract with DOL may have, in some fashion, established important “ground rules” for another DOL procurement in which you may desire to be a competitor. For example, this contract may involve you drafting the PWS, specifications, or evaluation criteria for a future DOL procurement. The primary concern, in any such situation, is that any such firm could skew the competition, whether intentionally or not, or be perceived as having skewed the competition, in its own favor. If the requirements of this DOL contract anticipate the Contractor may be placed in a position to establish important ground rules, including but not limited to those described herein, the Contractor may be precluded from competing in the related action or, if possible, may be required to submit and negotiate an acceptable mitigation plan.

(3) *Impaired Objectivity.* The performance of this contract may result in the Contractor being placed in a situation where it is able, or required, to provide assessment and evaluation findings concerning itself, another business division, a subsidiary or affiliate, or other entity with which it has a significant financial relationship. The concern in this case is that the Contractor’s ability to render impartial advice to DOL could appear to be undermined by the Contractor’s financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a “walling off” of lines of communication between entities or divisions may be acceptable, but it also may not be sufficient to remove the perception that the objectivity of the Contractor has been tainted. If the requirements of the DOL procurement indicate that a

Contractor may be placed in a position to provide evaluations and assessments of it or other entities with which it has a significant financial relationship, the affected Contractor should notify DOL immediately. The Contractor may also be required to provide a mitigation plan that includes recusal by the Contractor from one of the affected contracts. Such recusal might include divestiture of the work to a third party.

(b) In order to prevent a future OCI of any kind, the Contractor shall be subject to the following restrictions:

(1) The Contractor may be excluded from competition for, or award of, any Government contracts as to which, in the course of performing another contract, the Contractor has received nonpublic and competitively relevant information before such information has been made generally available to other persons or firms.

(2) The Contractor may be excluded from competition for, or award of, any Government contract for which the Contractor actually assisted or participated in the development of specifications or statements of work.

(3) The Contractor may be excluded from competition for or award of, any Government contract which calls for it to evaluate itself, any affiliate, or any products or services produced or performed thereby.

(4) The Contractor may be excluded from competition for, or award of, any Government contract calling for the production or performance of any product or service for which the Contractor participated in the development of requirements or definitions pursuant to another contract.

(c) This clause shall not exclude the Contractor from performing work under any modification to this contract or from competing for award of any future contract for work that is the same or similar to work performed under this contract, so long as the conditions above are not present. This clause does not prohibit an incumbent from competing on a follow-on competition but the Contracting Officer may require a mitigation plan or other steps as needed to ensure that there has not been an unequal access to nonpublic competitively sensitive information.

(d) The term "Contractor" as used in this clause, includes any person, firm or corporation that owns or controls, or is owned or controlled by, the Contractor. The term also includes the corporate officers of the Contractor.

(e) The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder, or such other period as the Contracting Officer shall direct.

(f) If any provision of this clause excludes the Contractor from competition for, or award of any contract, the Contractor shall not be permitted to serve as a Subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the Contracting Officer determines otherwise.

H.30 REVIEW AND APPROVAL OF STAFF DEVELOPMENT AND INCENTIVES

Within 90 days of contract award, the contractor shall present to the Contracting Officer's Representative for review and approval, a narrative detailing what efforts the contractor will make to develop retain, and reward staff. The contractor shall include the specific incentives will be provided and how these may be earned. In addition, the contractor shall include what specific positions will be eligible for an incentive payment, the total amount of the potential incentive, the timetable for such payment, and whether or not such payments will be charged to this contract. Incentives that are charged to the contract shall not be paid without prior approval of the Contracting Officer's Representative.

H.31 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 2016)

(a) Funds are not available for full funding of all contract line items under this contract. The incrementally funded line items and their anticipated funding schedule are as follows:

Contract line item number	Total Quantity	Total price	Amount of current funding	Anticipated date(s) of future funding
0001				
0002				

The contracting officer will revise this table as funds are allotted to the contract.

(b) For the incrementally funded line item(s) in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract for these contract line items. The Contractor is not authorized to continue work on the incrementally funded line item(s) beyond that point. The Government will in no event be obligated to reimburse the Contractor in excess of the amount allotted to the contract for the incrementally funded line item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience of applicable line item(s) includes costs, profit, and estimated termination settlement costs for those line item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will

approximate 85 percent of the total amount then allotted to the contract for performance of the applicable line item(s). This notification will state: the estimated date when that point will be reached; and an estimate of the amount of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause (or to another mutually agreed-upon date). The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the line item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed-upon date, the Contracting Officer will terminate any line item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the incrementally funded line item(s), the parties will agree to the period of contract performance covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed-upon date(s), and the contract will be modified accordingly.

(e) If the Contractor incurs additional costs or is delayed in the performance of the work under this contract solely by reason of the failure of the Government to allot additional funds in amounts sufficient for timely performance of the incrementally funded line item(s), and then additional funds are allotted, an equitable adjustment will be made in the line item price(s) or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder shall be considered a dispute subject to the "Disputes" clause in this contract.

(f) The Government may allot additional funds for the performance of the incrementally-funded line item(s) at any time prior to termination.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default ." The provisions of this clause are limited to the work and allotment of funds for the incrementally funded line item(s) and will no longer apply once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

PART II. CONTRACT CLAUSES

SECTION I. CONTRACT CLAUSES AND PROVISIONS

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer shall make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

FAR 52.202-1 Definitions. (NOV 2013)

FAR 52.203-3 Gratuities. (APR 1984)

FAR 52.203-5 Covenant Against Contingent Fees. (MAY 2014)

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

FAR 52.203-7 Anti-Kickback Procedures. (MAY 2014)

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

FAR 52.203-13 Contractor Code of Business Ethics and Conduct. (OCT 2015)

FAR 52.203-14 Display of Hotline Poster(s). (OCT 2015)

FAR 52.204-2 Security Requirements (AUG 1996)

FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

FAR 52.204-7 System for Award Management (OCT 2016)

FAR 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2016)

FAR 52.204-13 System for Award Management Maintenance (OCT 2016)

FAR 52.207-3 Right of First Refusal of Employment. (MAY 2006)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)

FAR 52.210-1 Market Research (APR 2011)

FAR 52.215-2 Audit and Records - Negotiation. (OCT 2010)

FAR 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data (AUG 2011)

FAR 52.215-12 Subcontractor Cost or Pricing Data (OCT 2010)

FAR 52.215-14 Integrity of Unit Prices. (OCT 2010)

FAR 52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)

FAR 52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)

FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)

FAR 52.219-8 Utilization of Small Business Concerns (NOV 2016)

FAR 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010)

FAR 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort (Oct 2009)

FAR 52.215-23 Limitations on Pass-Through Charges (OCT 2009)

FAR 52.216-7 Allowable Cost and Payment. (JUN 2013)

FAR 52.217-8 Option to Extend Services. (NOV 1999)

FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

FAR 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

FAR 52.222-2 Payment for Overtime Premiums. (JUL 1990)

FAR 52.222-3 Convict Labor. (JUN 2003)

FAR 52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2014)

FAR 52.222-6 Construction Wage Rate Requirements. (MAY 2014)

FAR 52.222-7 Withholding of Funds. (MAY 2014)

FAR 52.222-8 Payrolls and Basic Records. (MAY 2014)

FAR 52.222-9 Apprentices and Trainees. (JUL 2005)

FAR 52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)

FAR 52.222-11 Subcontracts (Labor Standards). (MAY 2014)

FAR 52.222-12 Contract Termination - Debarment. (MAY 2014)

FAR 52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)

FAR 52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

FAR 52.222-15 Certification of Eligibility. (MAY 2014)

FAR 52.222-16 Approval of Wage Rates. (MAY 2014)

FAR 52.222-17 Nondisplacement of Qualified Workers. (MAY 2014)

FAR 52.222-21 Prohibition of segregated facilities. (APR 2015)

FAR 52.222-26 Equal Opportunity. (SEP 2016)

FAR 52.222-35 Equal Opportunity for Veterans (OCT 2015)

FAR 52.222-36 Equal Opportunity for Workers With Disabilities (JUL 2014)

FAR 52.222-37 Employment Reports on Veterans. (FEB 2016)

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

FAR 52.222-41 Service Contract Labor Standards. (MAY 2014)

FAR 52.222-50 Combating Trafficking in Persons. (MAR 2015)

FAR 52.222-51 Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements. (MAY 2014)

FAR 52.222-53 Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements. (MAY 2014)

FAR 52.222-54 Employment Eligibility Verification. (OCT 2015)

FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)

FAR 52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997)

FAR 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

FAR 52.223-6 Drug-Free Workplace. (MAY 2001)

FAR 52.223-10 Waste Reduction Program. (MAY 2011)
FAR 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (JUN 2016)
FAR 52.223-15 Energy Efficiency in Energy-Consuming Products. (DEC 2007)
FAR 52.223-16 Acquisition of EPEAT(R)-Registered Personal Computer Products. (OCT 2015)
FAR 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.(MAY 2008)
FAR 52.224-1 Privacy Act Notification. (APR 1984)
FAR 52.224-2 Privacy Act. (APR 1984)
FAR 52.225-1 Buy American - Supplies. (MAY 2014)
FAR 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
FAR 52.227-1 Authorization and Consent. (DEC 2007)
FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)
FAR 52.227-14 Rights in Data-General. (MAY 2014)
FAR 52.228-7 Insurance - Liability to Third Persons. (MAR 1996)
FAR 52.228-8 Liability and Insurance - Leased Motor Vehicles. (MAY 1999)
FAR 52.229-3 Federal, State, and Local Taxes (FEB 2013)
FAR 52.230-2 Cost Accounting Standards. (OCT 2015)
FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices. (OCT 2015)
FAR 52.230-6 Administration of Cost Accounting Standards. (JUN 2010)
FAR 52.232-1 Payments (APR 1984)
FAR 52.232-8 Discounts for Prompt Payment (FEB 2002)
FAR 52.232-9 Limitation on Withholding of Payments. (APR 1984)
FAR 52.232-17 Interest. (MAY 2014)
FAR 52.232-18 Availability of Funds. (APR 1984)
FAR 52.232-22 Limitation of Funds. (APR 1984)
FAR 52.232-23 Assignment of Claims. (MAY 2014)
FAR 52.232-25 Prompt payment. (JUL 2013)
FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
FAR 52.232-34 Payment by Electronic Funds Transfer - Other than System for Award Management. (JUL 2013)
FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
FAR 52.233-1 Disputes. (MAY 2014)
FAR 52.233-3 Protest after Award. (AUG 1996)
FAR 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
FAR 52.237-3 Continuity of Services. (JAN 1991)
FAR 52.237-7 Indemnification and Medical Liability Insurance. (JAN 1997)
FAR 52.242-1 Notice of Intent to Disallow Costs. (APR 1984)
FAR 52.242-2 Production Progress Reports. (APR 1991)
FAR 52.242-3 Penalties for Unallowable Costs. (MAY 2014)
FAR 52.242-4 Certification of Final Indirect Costs. (JAN 1997)
FAR 52.242-13 Bankruptcy. (JUL 1995)
FAR 52.243-1 Changes – Fixed Price (AUG 1987)
FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987)

FAR 52.244-2 Subcontracts. (OCT 2010)
 FAR 52.244-6 Subcontracts for Commercial Items. (NOV 2016)
 FAR 52.245-1 Government Property. (APR 2012)
 FAR 52.245-4 Government Furnished Property (Short Form) (RESERVED)
 FAR 52.245-9 Use and Charges (APR 2012)
 FAR 52.246-25 Limitation of Liability - Services. (FEB 1997)
 52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form) (APR 1984)
 FAR 52.249-4 Termination for Convenience of the Government (Services) (Short-Form) (APR 1984)
 FAR 52.249-6 Termination (Cost-Reimbursement). (MAY 2004)
 FAR 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
 FAR 52.249-14 Excusable Delays. (APR 1984)
 FAR 52.251-1 Government Supply Sources. (APR 2012)
 FAR 52.251-2 Interagency Fleet Management System Vehicles and Related Services. (JAN 1991)
 FAR 52.253-1 Computer Generated Forms. (JAN 1991)

I.2 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Months of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c) (2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d) (2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d)(1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <https://www.fsr.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

- (x) Awarding agency name and code.
 - (xi) Funding agency name and code.
 - (xii) Government contracting office code.
 - (xiii) Treasury account symbol (TAS) as reported in FPDS.
 - (xiv) The applicable North American Industry Classification System code (NAICS).
- (3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fhrs.gov>, if—
- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
- (e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).
- (f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.
- (g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.
- (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.
- (h) The FRS database at <https://www.fhrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

I.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (Jul 2013)

- (a) *Definitions.* As used in this provision—
 - “Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed

Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

I.4 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (Jul 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the

contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I.5 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

The contractor shall make the following notifications in writing:

- A. When the contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- B. The contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result

of a change in ownership.

1. The contractor shall –
 - a. Maintain current, accurate, and complete inventory records of assets and their costs;
 - b. Provide the ACO or designated representative ready access to the records upon request;
 - c. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and
 - d. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.
2. The contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.6 FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (May 2014)

(a) (1) The Offeror shall notify the Government if the Offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the Offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the Offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the Offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an Offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

I. 7 FAR 52.222-35 Equal Opportunity for Veterans (Oct 2015)

a) *Definitions.* As used in this clause--

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in

language may be made as shall be appropriate of identify properly the parties and their undertakings.

(End of Clause)

I.8 FAR 52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

I.9 FAR 52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (JULY 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on <https://www.wdol.gov/> (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

I.10 52.252-4 ALTERATIONS IN CONTRACT (Apr 1984)

Portions of this contract are altered as follows:

No portions of this contract have been altered.

PART III. LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J. LIST OF ATTACHMENTS**

NUMBER	TITLE
The following documents are available as electronic attachments and may be downloaded.	
J-1	Price Detail Template
J-2	Statement of Financial Capability (ETA 8554)
J-3	RESERVED
J-4	Staffing Chart
J-5	List of Career Technical Skills Training (CTST) Slots
J-6	Subcontracting Plan Summary Sheet
J-7	Past Performance Confirmation Questionnaire
J-8	Standard Form 1413 – Statement and Acknowledgement
J-9	Facility Survey, including: <ul style="list-style-type: none"> • Site Map • Square foot facility utilization table
J-10	Computerized Property Management Listing
J-11	Inventory Estimate - Estimate of inventory value to be turned over by the incumbent contractor by category
J-12	Utilities and Fuel Usage for last Contract Year
J-13	RESERVED
J-14	Regional Career Pathway Plan (if applicable)

The following applicable documents are available at the websites listed below:

NUMBER	TITLE
J-15	<p>Performance Report Cards available at: https://www.jobcorps.gov/AboutJobCorps/performance_planning.aspx</p> <ul style="list-style-type: none"> • OMS 10 Center Report Card • OA OMS 10 – Outreach/Admissions Report Card (if applicable) • CTS OMS 10 – Career Transition Services Report Card (if applicable) <p>The following reports are available on request:</p> <ul style="list-style-type: none"> • MPO35 – Monthly Center Summary Report • MSO 20 – Educational Attainment Report • CTTRC – Career Technical Training Report Card
J-16	<p>Davis-Bacon Wage Determination</p> <p>Applicable wage determinations are available at http://www.wdol.gov found under State of Iowa, County of Wapello</p> <p>Building: General Decision Number: IA86, January 22, 2016 Residential: General Decision Number: IA11, January 8, 2016 Highway: General Decision Number: IA1, January 8, 2016 Heavy: General Decision Number: IA3 & IA4, January 22, 2016</p>
J-17	<p>Service Contract Act Wage Determinations</p> <p>Applicable wage determinations are available on the DOL Wage and Hour website http://www.wdol.gov, and found under the State of Iowa, County of Wapello</p> <p>Wage Determination Number: 2005-2205 Rev. 20, December 29, 2015</p>
J-18	<p>State of Iowa Workforce Investment Goals: https://www.doleta.gov/performance/goals/st_neg_perf_level.cfm</p>

PART IV. REPRESENTATIONS AND INSTRUCTIONS

SECTION K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 611519

(2) The small business size standard is \$38.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

 X (i) 52.219-22, Small Disadvantaged Business Status.

 (A) Basic.

 (B) Alternate I.

 (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

 (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

 (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

 (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

 (vi) 52.227-6, Royalty Information.

 (A) Basic.

 (B) Alternate I.

 (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
--------------	-------	------	--------

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K.2 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☒ (1) *Certificate of Concurrent Submission of Disclosure Statement*. The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the Cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the Cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such

status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ No

K.3 52.230-7 PROPOSAL DISCLOSURE – COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The Offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the Offeror checked “Yes” above, the Offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if Offeror checks “have”, the Offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates the award of a **Firm Fixed Price and Cost Reimbursement (CR) Not-To-Exceed** type contract resulting from this solicitation.

L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with the quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the following addresses:

<https://www.acquisition.gov/far>

Federal Acquisition Regulation (48 CFR Chapter 1) Solicitation Provisions

PROVISION	DATE	TITLE
52.215-1	(Jan-04)	Instructions to Offerors – Competitive Acquisition
52.215-16	(Jun-03)	Facilities Capital Cost of Money
52.215-22	(Oct-09)	Limitations on Pass-Through Charges - Identification of Subcontract Effort
52.215-23	(Oct-09)	Limitations on Pass-Through Charges
52.222-24	(Feb-99)	Pre-award On-site Equal Opportunity Compliance Evaluation
52.222-46	(Feb-93)	Evaluation of Compensation for Professional Employees
52.237-1	(Apr-84)	Site Visit
52.237-10	(Oct-97)	Identification of Uncompensated Overtime

L.3 52.233-2 SERVICE OF PROTEST (Sep-06)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Jeannett W. Jackman, Contracting Officer
Email: Jackman.Jeannett.W@dol.gov
U.S. Department of Labor
Office of Job Corps – Region V - Chicago
230 South Dearborn Street, Suite 676
Chicago, IL 60604

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

DEBRIEFING

The CO will promptly notify Offerors of any decision to exclude them from the competitive range whereupon; they may request and receive a debriefing in accordance with FAR 15.505. Offerors excluded from the competitive range may request a pre-award debriefing or they may choose to wait until after the source selection decision to request a post award debriefing. However, Offerors excluded from the competitive range are entitled to no more than one debriefing for each proposal. The CO will notify unsuccessful Offerors in the competitive range of the source selection decision in accordance with FAR 15. 506. Upon such notification, unsuccessful Offerors may request and receive a debriefing. Offers desiring a debriefing must make their request in accordance with FAR 15.505 or 15. 506 as applicable.

L.4 COST OR PRICING DATA

In accordance with FAR Part 15.403-1, the Government anticipates that this solicitation will result in adequate price competition and therefore will not require Offerors to submit Certified Cost or Pricing Data. The Offeror shall submit information other than cost and pricing data and supporting attachments prepared in the format outlined in Section J of this solicitation.

L.5 INSTRUCTIONS FOR PROPOSAL SUBMISSION**A. Standard Form 33 - Block 9 - Solicitation**

Electronic copies of proposals should be submitted to Jackman.Jeannett.W@dol.gov.
Electronic media and proposals should be mailed to the address below:

230 S. Dearborn Street, Suite 676
Chicago, IL 60604

B. Disposition of Proposals

The successful offer will be kept with the contract and maintained in accordance with FAR 4.803-1. Likewise one copy of each unsuccessful offer will be kept until the contract is completed.

C. Pre-Proposal Conference

The Pre-Proposal Conference shall be held on February 8, 2017 at 9:00 a.m. local time, at the Ottumwa Job Corps Center, located at 15229 Truman St, Ottumwa, IA 52501.

Potential Offerors are encouraged to submit questions in writing to the issuing office up to two weeks prior to the Pre-Proposal Conference to facilitate responses at the conference. The Government will accept questions from Offerors during the and after the conference; before the RFC Deadline stated in section L.8 however, all answers to questions will be provided in an amendment to the solicitation only.

D. Site Visit

Offerors are urged and encouraged to inspect the site where services are to be performed and become familiar with general and local conditions that may affect the cost of performance of the contract to the extent such information is reasonably available. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract. All Offerors are hereby advised that the center will be open for inspection and walk-through only on February 8, 2017 following the Pre-Proposal Conference, at the same location in paragraph C above.

E. Exchanges and Communication Restrictions

Exchanges and communication with any Government personnel concerning this RFP other than the cognizant negotiator (Contracting Officer) named in Block 10 on SF 33, Face Page, may be considered a basis for disqualification (except during the pre-proposal conference, if applicable).

F. Signature Requirements; Proposal Preparation Costs

The SF 33 Face Page of this solicitation and all other documents requiring signature must be signed by an official authorized to bind the Offeror. This solicitation does not commit the Government to pay any costs incurred in the submission of proposals or for studies or designs for the preparation thereof, nor to contract for the article or services. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of funds in connection with this procurement.

G. Reference Material

The Policy and Requirements Handbook can be downloaded from the Job Corps web site at <http://www.jobcorps.gov/Libraries/pdf/prh.sflb>. Copies of the Job Corps regulations are available at 20 CFR 670.

H. Oral Presentations

- a. Time Limit – The Contracting Officer reserves the right to terminate the presentation if it overruns the prescribed time limit. During the presentation, the Technical Evaluation Panel (TEP) members will not interrupt the Offeror to ask questions (except to request the repetition of inaudible words or statements or the explanation of terms that are unknown to them) or otherwise engage the Offeror in any dialogue. A question and answer period will follow and may cover the entire proposal. These questions will not constitute “discussions” as defined in FAR 15.306.

Presentation Schedule – The presentation shall follow the following schedule.

Description	Time
Technical Presentation	180 minutes for presentation plus 30 minutes for breaks to be divided up at the contractor’s discretion
Staff Resources Presentation	30 minutes for presentation
Relevant Experience Presentation	30 minutes for presentation
Break for Government to Develop Questions	1 hour
Questions and Answers (Clarifications)	Approximately 30 min
Closing Remarks (Government)	10 minutes

- b. Offeror Attendees – A maximum of five (5) presenters will be allowed into the presentation room at any one time. The Offeror will provide the names and positions of all attendees to the oral presentation no later than seven (7) days before the date of the scheduled presentation.
- c. Topics – The Offeror’s oral presentation shall address any number of the following questions in relation to topics as described below for allotted time as shown for each section; however a total overall presentation time may not exceed overall time limit as stated in paragraph (a.) of this section.

Topic	Applicable Factor	Specific Instructions
Career Pathways	Technical Approach	L5.H.A.1(1)
Counseling, placement, and support activities	Technical Approach	L5.H.A.1(2)
Relationships with State Boards, etc.	Technical Approach	L5.H. A.1(3)
Strategies for implementing standards of conduct	Technical Approach	L5.H.A.1(4)
Development and maintenance of site facilities/safe healthy, and secure living and learning environment	Technical Approach	L5.H.A.1(5)
Outreach	Technical Approach	L5.H.A.1(6)
Admissions	Technical Approach	L5.H.A.1(7)
Career Transitions Services	Technical Approach	L5.H.A.1(8)
Relevant Experience	Relevant Experience	L5.H.A.2
Staffing Resources	Staffing Resources	L5.H.A.3

- d. Presentation Media – Offerors are free to structure their oral presentations using 8½” x 11” view-graphs (slides, transparencies) or computer-generated media. If the Offeror chooses to utilize an electronic projection, they must provide their own equipment. Use of these visual aids is at the Offeror’s discretion. No pre-recorded presentations shall be allowed.
- e. Paper and Electronic Copies – The Offeror shall submit a final version of their planned Oral Presentation materials as part of their written submission. The Offeror shall also provide an electronic copy of the final presentation.
- f. Recording the Presentation – The Oral Presentation will NOT be videotaped by the Government or the Offeror. The Government WILL use recording devices in the presentation room.
- g. Scheduling – Offerors will receive notice from the Contracting Officer with a proposed date for oral presentations. The Government reserves the right to reschedule presentations at the sole discretion of the Contracting Officer. The government intends to schedule presentation not less than two weeks from the date that the government notifies the contractor of the presentation date.
- h. Location – The Oral Presentation site will be arranged “conference style” with a white screen for media projection. All other equipment should be brought to the conference with you. The location will be the will be determined and confirmed in writing.
- i. White Paper/Executive Summary – A white paper shall be included with the proposal and shall be an executive summary that accompanies the slide presentation. The white paper will not be evaluated by the Government, but instead will be incorporated into the resulting contract by reference. Therefore, the white paper must accurately reflect the content of the oral presentation. If there are substantive inconsistencies between the oral presentation and the white paper. , the Government will document those inconsistencies, and what was presented in the oral presentation and evaluated will

take precedence. Please be advised that if an offeror submits a white paper that is materially different from the oral presentation or has numerous inconsistencies, that the offeror may be considered ineligible for award.

Electronic Submission of Proposal.

(a) By submission of a proposal on electronic media, the Offeror must ensure that the submission is readable, in the format specified in the solicitation, and has been verified as free of computer viruses. Prior to any evaluation, the Government will check all files for viruses and ensure that all information is readable. In the event that any files are defective (unreadable), the Government may only evaluate the readable electronic files. Further, if defective (unreadable) media renders a significant deficiency in the Offeror's proposal, the Government may consider the proposal incomplete and not consider such proposals for further evaluation.

(b) The Offeror must ensure that:

(1) The electronic and paper copies of its proposal submitted in response to the solicitation are identical;

(2) It has verified that its electronic proposal is readable on the hardware and software operating system format specified below:

Standard DOL image: Windows 7, Adobe Acrobat, Microsoft Office 2010

(3) It has verified that the electronic proposals are free of computer viruses using standard commercial anti-virus software.

(c) A proposal that fails to conform to the requirements of paragraphs (a) and (b) above may be subject to interception or delay at Governmental electronic communications portals. This interception or delay may result in the proposal being lost, deleted, destroyed, or forwarded in such a manner that the proposal arrives at the target destination past the time and date of the deadline for submission established in the solicitation. In the event that a proposal is lost, deleted, or destroyed due to the Offeror's failure to conform to the requirements of paragraphs (a) and (b) above, such proposal will be considered to have never been delivered to the Government. In the event that a proposal is delayed due to the Offeror's failure to conform to the requirements of paragraphs (a) and (b) above, the proposal will be treated as late in accordance with the provision of this solicitation entitled Late Submissions, Modifications, and Withdrawals of Proposals.

I. Written Proposal Format

Proposals submitted in response to this RFP shall include a transmittal letter and the sections listed below. The transmittal letter shall identify the solicitation number, the name of the firm submitting the proposal, the proposal sections and any other materials that are attached.

All proposals shall be clearly labeled on the outside of the box or envelope referencing the response to the solicitation number. The Offeror should annotate on the upper right hand corner of the outside of each section with the corporate name, section title, and "copy # of #." For example, the first copy of a corporation's technical approach would be labeled: "corporation – Technical Approach, Copy 1 of 2," in the upper right hand corner of the outside cover of that bound section.

Proposal Section	Format	Slide and Page Limitations	White Paper/Executive Summary	Number of Copies
Technical Approach	Oral Presentation Time allotted for oral presentations is 180 minutes plus 30 minutes of break to be divided and taken at the contractor's discretion	Oral Presentation NTE 30 slides	White Paper/Executive Summary of presentation NTE 30 Pages	electronic submission
Staff Resources Part I	Presentation– Time allotted for oral presentations is 30 minutes plus	Oral Presentation NTE 10 Slides	White Paper/Executive Summary of Oral Presentation NTE 15 Pages	electronic submission
Staff Resources Part II	Written – not covered during oral presentation	No page limit	Copy of documents should also be included as a supplement to the White Paper/Executive Summary; no page limitation	electronic submission
Offeror's Relevant Experience	Presentation– Time allotted for oral presentations is 30 minutes	Oral Presentation NTE 10 Slides	White Paper/Executive Summary of NTE 15 Pages	electronic submission
Relevant Past Performance	Written – not covered during oral presentation	No Limitation	N/A	electronic submission
Business Management Proposal	Written – not covered during oral presentation	No Limitation	N/A	electronic submission

Slides for the oral presentation may use whatever format the Offeror deems reasonable. Written sections of the proposal shall be formatted as follows:

a.	Page Size:	8 ½ x 11” with at least 1” margins on all sides. However, the organizational chart may exceed the 8½ to 11”. If the chart exceeds 8 ½ x 11, then the Government will consider it as one page.
b.	Font Size:	12 point or larger. Graphs and charts may be smaller than 12 point, however, the text or information on the chart or graph must be legible.
c.	Page Numbering:	Pages consecutively numbered within each section
d.	Page Count:	Title pages, tables of contents, and section dividers not included in count; appendices, graphs and charts are included in the page count, unless otherwise specified.
e.	Format:	Two-column format is allowable

Offerors are cautioned that they must not exceed the page/slide limitations cited above. Any pages/slides that exceed the page limitations cited above will not be read or considered in the evaluation. Please note, that the page limitation for the staff resources section excludes the staffing chart provided in accordance with Section J of this RFP, resumes, staff schedules, and position descriptions.

The written and oral presentation of the Technical Approach, Staff Resources, Relevant Experience, and Past Performance sections shall be bound in a single volume. The Business Management Proposal section shall be separately bound. All proposal sections shall be submitted in accordance with the specifications for written and oral submittals as stated above. Offerors may refer to another section of their proposal, provided that the section that is being referenced is included in the same binder of the proposal. For example, an Offeror can refer to an item in its technical approach section in the staff resources section. However, Offerors shall not refer to items included in the Business Management Proposal. When referring to another section of a proposal, Offerors shall cite the section, page number, and paragraph number in writing and orally.

Please submit electronically to Job-Corps-OCM-Lockbox@dol.gov and Jackman.Jeannet.W@dol.gov using the “request delivery receipt” message option. In the

subject line of this email please type “**RFP DOL-ETA-17-R-00020 Ottumwa Job Corps**” - **with the Offeror Company Name**”. All submissions must be received **NO LATER THAN April 18, 2017, by 12:00 (Noon) PM , Eastern Standard Time (EST).** The electronic copy of your Technical Proposal must be word-searchable. The electronic copy of your Business Management Proposal Attachments J-1 and J-4 (Staffing Chart) must be in Microsoft Excel 2007 or earlier version. The total size of an offeror’s electronic response, including all the files required for this response, shall not exceed Twelve (12) Megabytes and may be sent in zip file format to reduce the size of the documents.

If an Offeror does not receive delivery confirmation of their electronically submitted proposal, then the Offeror on **the same day of their electronic submission and before the due date of April 18, 2017, by 12:00 (Noon)PM , EST** must notify ,via telephone, the DOL ETA Office of Contracts Management POC: Jeannett Jackman at 312-596-5437 or Jackman.Jeannett.W@dol.gov.

Proposals submitted in response to this RFP shall include a transmittal letter and the sections listed below. The transmittal letter shall identify the solicitation number, the name of the firm submitting the proposal, the proposal sections and any other materials that are attached.

The Technical Approach, Staff Resources, Relevant Experience, Past Performance and the Business Management Proposal sections shall be separate files that are submitted within the Offeror’s complete electronic submission. All proposal sections shall be submitted in accordance with the specifications listed above. Offerors may refer to another section of their proposal. When referring to another section of a proposal, Offerors shall cite the section, page number, and paragraph number.

Unnecessarily elaborate proposals, brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror’s lack of cost consciousness. Elaborate art work, letters of commendation, expensive paper and bindings, and expensive visual and other presentations are neither necessary nor sought. Additionally, copies of Job Corps provided materials, job descriptions for each position, copies of newsletters or magazines, copies of certificates or awards, are not needed.

With the exception of the PRH and publically available Government documentation any sources used in the creation of the proposal must be annotated and cited in APA format. Any proposals that include outside material in whole or in part that do not provide a required reference will be considered unresponsive and removed from competition without the opportunity to revise their proposal.

A. Proposal Section Content

1. Technical Approach

Please be advised that the Technical Approach and Staff Resources sections of the Offeror's proposal shall be written so that strategies and methods are in compliance with the Workforce Innovation and Opportunities Act of 2014 and in substantial compliance with the PRH. Substantial compliance requires the Offeror's approach to accomplish the same purpose and effect of the stated PRH requirement but provides the Offeror with flexibility to deviate from the stated PRH requirement. The Offeror bears the burden of demonstrating in its proposal, how the alternative method accomplishes the same purpose and effect as the stated PRH requirement. To the extent that an Offeror's Technical Approach or Staff Resources deviates from a PRH requirement, the Offeror shall state the PRH requirement that is being deviated from, and explain how its approach accomplishes the same purpose and effect of the PRH requirement. Offerors shall also describe the benefits of the deviation.

The Offerors oral presentation shall be tailored specifically to meet the requirements, interactions, and culture of the Ottumwa Job Corps Center.

In the Technical Approach section, Offerors shall provide responses to the following:

(1) Offeror shall describe the career pathway programming activities that will be offered at the center and describe how the academics and career and technical education and training reflect State and local employment opportunities, including opportunities in in-demand industry sectors and occupations identified in Section C.3.C.13 of this solicitation. The section must specifically include:

- A description of how teaching and learning strategies appropriate to the content and the needs of the learner will be selected, including how the strategies will be used to develop employability and job readiness. Provide examples.
- A description of how the program design and delivery will prepare students for success in secondary and post-secondary options, including apprenticeship.
- A description of the approach for integrating applied academics and contextualized learning. Provide examples.
- A description of the high school diploma and high school equivalency certificates that will be offered at the center. Why were these chosen?
- A description of how evidence-based, innovative strategies will be used to improve student outcomes.

(2) Offeror shall describe the counseling, placement, and support activities that will be offered at the center, including a description of the strategies and procedures the entity will use to prepare students for placement [include the following if CTS is included in “and to place graduates and former enrollees”] into unsubsidized employment or education leading to a recognized postsecondary credential upon completion of the program. The section must specifically include:

- A description of the counseling and other support students will receive to ensure successful program completion.
- A description of the methods that will be used during the first 60 days a student is on center to assess and meet each student’s needs, and prepare them for successful transition into center life and their career training.
- A description of the methods that will be used to help students select career pathways and develop a realistic employment plan based on required academic and career standards.
- A description of the strategies that will be used to assess/ remediate job readiness and ensure students successfully transition into successful careers, in in-demand industry sectors or occupations or the Armed Forces, or enrollment in postsecondary education, including apprenticeship.
- A description of how the knowledge and skills required to benefit from instruction in academics and career technical training will be taught, including critical thinking, study skills, vocabulary, following multi-step instruction, and essential life skills such as financial literacy and driver’s education.

(3) Offeror shall describe the relationships that the entity has developed or will develop in the future with State boards, local boards, applicable one-stop centers, employers, labor organizations, State and local educational agencies, and the surrounding communities in which the center is located, in an effort to promote a comprehensive statewide workforce development system. The section must specifically include:

- A description of how the Offeror will coordinate the activities carried out through the Job Corps center with activities carried out under the appropriate State plan and local plans.
- A description of the employer/educational institution partnerships (high school and community college) that will be utilized to support career technical training and ensure that students acquire skills relevant to employment opportunities in the labor market where the Center’s students

will be placed. This must include any use of Advanced Career Training or Off-Center Training if offered by the center.

- A description of the proposed work-based learning program, including providing Career Technical Training-related on- and off-center work experiences in a safe and relevant setting.
- A description of any partnerships that will be used to bring innovative approaches to the Job Corps center that have been demonstrated to be effective in helping students transition into successful careers, in in-demand industry sectors or occupations or the Armed Forces, or enrollment in postsecondary education, including apprenticeship.

(4) Offeror shall describe its strategies for implementing student standards of conduct for maintaining sound discipline, and for supporting successful program completion. The section must specifically include:

- A description of actions the Offeror will take or a model that the Offeror plans to use to prevent and address illegal or disruptive behavior in which youth sometimes engage (e.g. illegal drugs, assault and battery, sexual assault, theft, etc.).
- A description of how safety and security procedures will be tailored to the features of this center, including [that this center is an open campus without fencing to control access; that this campus is in a high crime area; or other examples].
- A description of the systems and methods that will be utilized to develop a positive normative center culture and develop student self-management and independent living skills.

(5) Offeror shall describe strategies and plans which will be utilized to support the development and maintenance of the site and facilities and to ensure those efforts provide a safe, healthy and secure living and learning environment, and support the delivery of quality Job Corps services.

Relevant Experience

The Relevant Experience section of the proposal should describe the Offeror's experience and the results obtained for the population served through the Offeror's experience. Relevant Experience is defined as, within the three (3) years preceding the submission of this proposal, and for at least six months in duration, the Offeror performed a contract sufficiently similar in size, scope and complexity. Size, scope, and complexity are defined as follows respectively: Size - dollar value and contract duration; scope - type of work; and complexity - performance challenges and risk.

- Relevant Experience may include experience of operating a Job Corps center or other similar experience operating an at-risk youth training or residential program; demonstration of relationships with surrounding communities, employers, labor organizations, State boards, local boards, and applicable one-stop centers; demonstration of successfully connecting at-risk youth to the workforce, including providing academic and technical training; and demonstration of sound financial controls. Offerors shall include any relevant experience regarding predecessor companies, key personnel who have related experience or subcontractors that will perform major or critical aspects of the requirement.
- In the case of a joint venture or teaming arrangement, the Offeror shall provide information on the nature of the relationship including the ratio of work to be performed by each member. This information shall describe the relevant experience of the joint venture or team, as well as that of the team members. All firms shall also submit the following information for the prime and any subcontractors that will perform major or critical aspects of the requirement. If a firm and its major subcontractor does not have relevant experience information but its predecessor company(s) and/or key personnel do, then such information shall be submitted for the predecessor company(s) and/or key personnel:

In addition, Offerors shall describe, in this section, their experience in complying with subcontracting plan goals for small disadvantaged business (SDB) concerns, monetary targets for SDB participation, and notifications submitted under FAR part 19.1202-4(b), if applicable.

- 1) Offeror's written and oral presentations for Relevant Experience should cover the following:
 - a. A record of effectiveness in placing at-risk youth into employment and postsecondary education, which may include Relevant Experience of operating a Job Corps center or other relevant experience operating an at-risk youth program, and demonstrated effectiveness in assisting individuals in achieving the indicators of performance for eligible youth described in the Workforce Innovation and Opportunity Act (WIOA) section 116(b)(2)(A)(ii) or similar measures related to credential attainment, placement in employment, or post-secondary education, and earnings;
 - b. A record of successfully assisting at-risk youth to connect to the workforce, including providing youth with intensive academics and career and technical education and training;
 - c. The demonstrated ability to offer career and technical education and training and the degree to which such education and training reflects employment opportunities in the local areas in which enrollees at the center intend to seek employment;

- d. The demonstrated ability to implement an effective behavior management system and maintain a safe and secure learning and residential living environment for youth between the ages of 16 and 24;
- e. Problems encountered and corrective actions taken on contracts within the past three (3) years;
- f. Any reports involving the Offeror developed by the Office of Inspector General of the Department of Labor;
- g. Effectiveness in developing relationships with State boards, local boards, applicable one-stop centers, employers, labor organizations, State and local educational agencies, and the surrounding communities in which the center is located; and
- h. A history of strong fiscal controls to ensure proper accounting of funds, particularly any history of ensuring proper accounting of Federal funds.

3. Staff Resources Proposal (PRH Chapter 5)

Part I: Offerors shall note, this part of the proposal shall be delivered during the oral presentation.

- a. Corporate Oversight: Explanation of corporate services and support (General and Administrative services) that will be provided to this contract. Describe the experience and specific areas of expertise of corporate staff that will provide oversight. This is only to be addressed during the oral presentations.
- b. Key Personnel

Please be advised that the Key Personnel for this requirement are identified as follows:

Center Director
Administration Director/Manager
Programs Director
Training Managers
Career Success Manager

During the presentation, Offerors shall name the people proposed in Key Personnel positions and shall describe their knowledge, skills, training, education, and experience as well as the role that each person will play on the contract.

- c. Staff Development & Incentives: A explanation of the efforts the contractor will make to develop, retain, and reward staff. Include what specific incentives will be provided and how these may be earned. In addition, include what specific

positions will be eligible for an incentive payment, timetable for such payment, and whether or not such payments will be charged to this contract.

Part II: Offerors shall note that this part of the proposal shall be provided as written documentation and not covered during the presentation. However, this documentation will be reviewed as part of the offeror's rating under staff resources. The Staff Resources Proposal Part II shall consist of the information described below.

- d. Organization: A detailed organization chart covering all staff for the Center. Include any contracted or National Training Contractor staff with each, if applicable, and a completed Staffing Chart (Attachment J-4)
- e. Schedules: Staff schedules showing coverage of critical functions for residential living, career preparation, academic and career technical training, counseling and security, as well as a description of how this approach complies with the PRH.
- f. Key Personnel: Key personnel

Center Director	
Administration Director/Manager	
Programs Director	
Training Managers	
Career Success Manager	

Offerors shall indicate whether the person being proposed as key personnel is currently being proposed for a center staff position on any other proposals. Offerors must notify the Contracting Officer in writing of any change in the availability of proposed key personnel when the change in status occurs, at any point in the procurement process.

- g. Resume: Provide resume of the proposed Key Personnel. The resume shall include information on the nominee's educational and training accomplishments, as well as past work and other relevant experience, including any special accomplishments and skills. In addition to the resume, Offerors shall provide a letter of commitment from the Key Personnel proposed to work on the contract.
- h. Position Descriptions: Provide position descriptions for the Key Personnel.
- a. Transition/Phase-out Plan: The incumbent shall submit a transition-out (phase out) and non-incumbent Offerors shall submit a transition-in plan.

Transition-in or transition-out plans shall include the period of time required for each action, staff requirements, and major steps to be accomplished during the transition.

Costs associated with the transition in and out plans shall be submitted as part of the Business Management Proposal.

The Government recognizes that if the incumbent contractor is not the successful Offeror, the successful Offeror will then assume responsibility over the Job Corps center operations. If so, the incoming contractor will have a transition-in period in which to become familiar with the presently operating center, as well as time to interview and hire staff necessary to operate the center.

The successful Offeror will be required to take over complete operation of the center with the start of performance under the resultant contract. It is the Government's intent that the transition period will begin no less than 30 days prior to that date.

There will be only one operating contractor responsible for the center's operation at any given time. Transition preparations shall not cause any unreasonable interference with the departing contractor's operation. When the new contractor begins operations, the former contractor shall not cause any unreasonable interference with the new operator's program.

4. Past Performance Use of past performance information retrieval system statistical reporting (ppirs-rc) in past performance evaluation.

- a. The Government will use the PPIRS-RC system to retrieve qualitative assessments for the prime Offeror, partners in the case of a formal teaming arrangement, or subcontractors. Each Offeror's past performance shall be evaluated in accordance with FAR 15.305(a)(2). For purposes of this solicitation, contractor past performance will be based on data from PPIRS-RC, or if an Offeror has fewer than five references in PPIRS-RC, the Offeror may solicit past performance references from current government or commercial clients using the form attached (Attachment A). The Government will primarily rely upon references from similar contracts for the same or similar services, and/or similar in value. However, the Government may rely upon any other PPIRS-RC report for the Offeror/team. Offerors with no Past Performance history will receive a neutral rating.
- b.. Contractors can obtain access to their PPIRS through the System for Award Management. Instructions can be found at (<https://www.sam.gov/portal/SAM/#1>)
- c. Past Performance Questionnaires (For Offerors who have no reported past performance): Offerors must complete Section A of Attachment J-7, Performance Confirmation Questionnaire, for each relevant past performance reference identified above, which is not readily available in the Past Performance Information Retrieval System (PPIRS). The Offeror

must forward this questionnaire to the Government agency or company listed as a reference and request that the Relevant Past Performance evaluation be completed for Sections B-F of Attachment J. Each agency/company evaluator must return the questionnaire directly to the Contracting Officer and Contracting Specialist identified in this Solicitation.

5. Business Management Proposal (Cost/Price Proposal & Small Business Subcontracting Plan)

Pricing shall be mentioned only in the Price Proposal, and in no other sections of the proposal. Offerors shall not propose costs for capital line items including: Construction, Rehabilitation and Acquisition (CRA), Equipment, and Career Technical Skills Training (CTST). The Not to Exceed amount for these categories shall be determined post-award.

In addition to the written cost proposal, Offerors **shall** provide the following on CD using EXCEL 2007 or earlier version. The documents **must** be unlocked and able to be copied and pasted.

- Price Detail Template (Attachment J-1)
- Staffing Chart (Attachment J.4)

The Offeror's Price Proposal shall consist of the following and in the order stated: (Sample forms and attachments are shown in Section J)

a. Business Management Data

- 1) A completed Standard Form 33, Solicitation, Offer and Award
- 2) Statement of Financial Capability (ETA 8554)
- 3) Applicable Certifications and Cost Accounting Standards Notices and Certification as required in Section K of this RFP.
- 4) A statement from an accounting firm that certifies that the contractor's cost accounting system meets all of the items listed in Section II., Evaluation Checklist, on SF form 1408, Pre-award Survey of Prospective Contractor Accounting System. Please note that SF form 1408 or a statement that references all of the information contained in the form 1408 is sufficient.
- 5) A statement from a lending institution, on the official letterhead of the institution which demonstrates that the Offeror has a sufficient line of credit to cover one month's costs under this contract. The letter must not only stipulate the amount of the line of credit but it must also attest to the

amount that is presently available under the line of credit. In the event that the Offeror does not currently have a line of credit but will be able to obtain the line of credit upon award of this contract, the Offeror shall provide a letter on the official letterhead of the lending institution that it will be granted the line of credit upon contract award.

- 6) Offeror shall describe the strong fiscal controls the entity has in place to ensure proper accounting of Federal funds, and a description of how the entity will meet the requirements of section 159(a) of the Workforce Innovation and Opportunity Act of 2014.
- 7) Offeror shall describe the steps that it will take to control costs in accordance with section 159(a)(3) Workforce Innovation and Opportunity Act of 2014.
- 8) Offeror shall describe any non-Federal resources that will be utilized in the operation of this Job Corps center.
- 9) Offeror shall provide proof that it is able to obtain a license to operate in the State in which the center is located within 30 days of contract award.
- 10) Offeror shall provide an assurance that it will comply with basic health and safety codes, which shall include the disciplinary measures described in section 152(b) of the Workforce Innovation and Opportunity Act of 2014.
- 11) Offeror shall provide a list of the fully burdened monthly labor rates for each of the positions proposed in response to the RFP. The proposed monthly labor rates shall be incorporated in the resultant contract for the assessment of liquidated damages as stated in section G.12 of the RFP.

b. Staff Salary Structure

1) Staffing Chart

The Offeror shall include a completed Staffing Chart that will indicate the number of staff for each center function. (Attachment J-4), which shall also be included in the Staff Resources Proposal. Please submit a completed Attachment J.4 on CD using EXCEL 2007 or earlier version.

- c. Pricing Schedule and Cost Detail:** Not to Exceed Line Items (CLINS 6001 through 6004) will be provided by the Government and will not be considered as part of the Offeror's total evaluated cost. However, the total cost of the Not to Exceed Line Items will be included in the total estimated cost of the awardee's contract.

Note: Offerors shall propose the maximum technical performance incentive fee (2.4%).

d. Narrative Cost Detail – Center, OA and CTS

- 1) A narrative justification for CLINS 0002, 1002, 2002, 3002, and 4002 and sub-clins of those. Include all explanatory narratives and necessary calculations showing how costs are determined.

The facility shall be provided as Government-furnished property at no cost to the contractor.

Subcontract information shall contain the list of names and addresses of any proposed subcontractors or consultants the Offeror intends to use in the performance of the contract. Include the following information about subcontractors in excess of \$25,000:

- (a) Will the subcontractor be able to start performance at the beginning of the contract period?
- (b) What is the total cost of each subcontract?
- (c) What experience does the subcontractor have in this technical area?
- (d) What services (skills) will the subcontractor provide?
- (e) What steps did the Offeror take to ensure that this subcontract is the best value?
- (f) Confirmation that there is no conflict of interest between the prime contractor and the subcontractor.

e. Transition Costs

Please note that the Government will analyze proposed transition in and transition out costs for reasonableness. However, Transition in costs and transition out costs will not be considered as part of the Offeror's evaluated cost nor will it be factored into the Government's Best Value, Trade Off analysis. The transition-in costs and the transition-out costs will be identified in the awardee's pricing schedule at the time of award and will be considered as part of the total awarded estimated cost.

The Transition Costs section of the Business Management Proposal encompasses two things:

- 1) For Offerors who are not the incumbent contractor at the subject Job Corps center, the Offeror shall include a description of estimated costs for transitioning into the center. This shall include all personnel costs, travel, and any other supplies or expenses the Offeror anticipates incurring during the

transition-in. These expenses will appear in CLIN 0001 on the pricing schedule.

- 2) Both incumbent and non-incumbent Offerors shall include in the Transition Costs subsection of their Business Management, a description of all costs that the Offeror reasonably anticipates it will incur as part of transition-out activities at the end of the contract that will result from this solicitation. The Employment and Training Administration understands that this estimate is dependent upon some factors that are unknown at the time of the proposal preparation, such as the amount of unpaid leave. However, Offerors are asked to use their best business judgment in preparing this estimate. These expenses will appear in CLIN 4001 on the pricing schedule.

It is the intent of the Government to have an orderly operation during the last 30 days of any incumbent's contract (see FAR Clause 52.237-3, Continuity of Service). Therefore, the incumbent contractor will be allowed the normal costs of operating the center for the final month of the contract. The incumbent's administrative activities required to orient the incoming contractor will be an allowable direct cost.

It is the Government's expectation that the outgoing contractor will use persons already included in its organizational indirect cost package for such activities joint physical inventory counts and reconciliation, student pay reconciliation with the new contractor and final billings after contract expiration.

The allowable cost for Transition-Out will be limited to any costs determined to be reasonable, allowable and allocable by the Contracting Officer.

Please note that Offerors who are the incumbent contractor at the subject Job Corps center shall not include any transition-out costs under this solicitation that would be associated with transitioning-out of center operations under the current incumbent contract. Such expenses would be allocable to the incumbent contract and thus will be handled in a separate process to equitably adjust the incumbent contractor for transition-out expenses that will occur if the incumbent contractor is not the successful Offeror and is required to transition-out.

f. Small Business Subcontracting Plan (Does not apply to Small Businesses)

Offerors shall submit a subcontracting plan prepared in accordance with FAR Clause 52.219.9. The plan shall cover the base two (2) year contract period, and each of the option years. The plan must separately address subcontracting with 1) small business, 2) small disadvantaged business (includes 8(a) businesses), 3) women-owned small business, 4) veteran owned small businesses, 5) service disabled veteran owned small businesses, and 6) HUBZone concerns. The

Offeror shall complete and submit Attachment J-6, Subcontracting Plan Summary Sheet on CD using EXCEL 2003 or earlier version.

The contractor shall determine the dollar value of services to be subcontracted. Of that amount, the contractor must, at a minimum, award subcontracts so as to achieve the following goals:

Small Businesses	61%
Small Disadvantaged Businesses	11%
Women-owned Small Businesses	7%
HUBZone Small Businesses	3%
Veteran Owned Small Businesses	3%
Service Disabled Veteran Owned Small Businesses	3%

The Department of Labor encourages subcontracting key program components to small business concerns. Key components include personnel to deliver social development, academic education, career technical training and administration. For proposed subcontracting of key components, the appropriate section of the technical proposal must describe in detail the organizational relationships and procedures established to ensure proper management, oversight, training, coordination, etc. A complete breakdown of costs associated with the subcontracting of a key component of center operations must be displayed in the Cost Proposal. This should also include any costs associated with oversight of the sub-contractual relationship.

Small Businesses should note that while a subcontracting plan is not required, it is requested that they provide a listing of subcontracts that are anticipated. The subcontract list should include at a minimum a list of the functions, tasks, and positions that are proposed and the anticipated dollar value.

L.6 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFERS

- a) Offerors are responsible for submitting offers, and any modifications or withdrawals, so as to reach the Department of Labor office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Department of Labor office on the date that offers are due.
- b) Any offer, modification, or withdrawal received at the Department of Labor office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; and:

- (i) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Department of Labor infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (ii) there is acceptable evidence to establish that it was received at the Department of Labor installation designated for receipt of offers and was under the Department of Labor's control prior to the time set for receipt of offers.
- c) Acceptable evidence to establish the time of receipt at the Department of Labor installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of DOL personnel.
- d) If an emergency or unanticipated event interrupts normal DOL processes so that offers cannot be received at the Department of Labor office designated for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal DOL processes resume.
- e) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers. An offer may be withdrawn in person by an Offeror or its authorized representative, if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

L.7 REQUESTS FOR CLARIFICATION

Requests for Clarifications (RFC) are to be submitted electronically to Jeannett Jackman at Jackman.Jeannett.W@dol.gov., by 5:00p.m., March 1, 2016. Only electronic submissions of requests will be accepted. Should any RFC be received after the date stated above, the Government reserves the right not to provide an answer. If, however, the Government determines that a late RFC raises an issue of significant importance, the government will respond. All responses will be provided electronically.

SECTION M. EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1. Therefore, each initial offer should contain the Offeror's best terms from a cost/price and technical standpoint.

The submitted technical information will be evaluated by a technical evaluation panel using the technical criteria shown below. The evaluation panel may include industry experts who are not employees of the Federal Government. Each panelist will evaluate the proposals in accordance with the specific evaluation factors in this Section M. All evaluation factors, except for price, will be adjectively rated.

For overall evaluation purposes, technical factors are considered significantly more important than cost/price factors. Although technical factors are of paramount consideration in the award of the contract, cost/price is also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

Offerors are advised that award will be made to that offeror whose proposal provides the combination of features that offers the best or greatest overall value to the Government. The Government is more concerned with obtaining performance, capability, innovation, and superiority rather than lowest overall cost. **However**, the Government will not make an award at a significantly higher overall price to the Government to achieve only slightly superior technical performance. Overall price to the Government may become the ultimate factor for award of a contract as proposals become more equal based on other factors.

The evaluation will be based on the demonstrated capabilities of the prospective Contractors in relation to the needs of the requirement as set forth in the RFP. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of requirements of the RFP. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria below.

M.2 TECHNICAL EVALUATION CRITERIA

The Government anticipates the award of a single contract as a result of this solicitation to the responsible Offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government. Selection of the best value is determined through evaluation criteria stated herein.

The criteria listed below are presented by major category in the descending order of importance, so that Offerors will know which areas require emphasis in the preparation of information. Offerors should note that these criteria serve as the standard against which all technical information will be evaluated, and serve to identify the significant matters which Offerors should

address. In determining the best value, the order of importance is Technical Approach, Relevant Experience, Staff Resources, Past Performance and the Business Management Proposal

Factor 1: Technical Approach

The Offeror will be evaluated on the quality of the oral presentation provided. Any written material provided to include the required white paper will be used for contractual purposes only. In the event that the white paper conflicts with the oral presentation the oral presentation will be given first consideration. In the event the oral presentation conflicts with the slides provided the oral presentation will be given first consideration.

DOL will assess the Offeror's Technical Approach, including the identification of any strengths or weaknesses in the approach, and provide an overall rating. The Offeror's Technical Approach will be evaluated based on the following three points which are equal in importance:

- A. The extent to which the Offeror's Technical Approach demonstrate a strong understanding of the work to be accomplished; the extent to which the Offeror's strategies and methods are in full compliance with the Workforce Innovation and Opportunity Act of 2014 and in substantial compliance with the PRH; and the quality and likelihood of success of those strategies and methods.
- B. The degree to which the Offeror's strategies and methods are tailored to operate in the context of the eligible population, the local and regional labor market, and any other data provided by the Contracting Officer; and
- C. The degree to which the Offeror proposes evidence-based innovative, yet feasible approaches to improve efficiency and effectiveness in achieving Job Corps' specified outcomes and quality indicators.

If an Offeror fails to address any of these topics in the response, the proposal will be viewed as nonresponsive and/or deficient in this area. To the extent that the Offeror's approach deviates from requirements in WIOA or the PRH, DOL will evaluate if the Offeror explains how the proposed deviation still meets the core aspects of the requirement.

Factor 2: Relevant Experience

DOL will be evaluating the Offeror's relevant experience, including the description of any relevant experience, as defined below, as well as a description of the results obtained for the population served through the Offeror's experience. Relevant Experience may include experience operating a Job Corps center or other similar experience operating an at-risk youth training or residential program; demonstration of relationships with surrounding communities, employers, labor organizations, State boards, local boards, and applicable one-stop centers; demonstration of successfully connecting at-risk youth to

the workforce, including providing academic and technical training; and demonstration of sound financial controls.

- The Government will consider information for the Offeror or entity and/or its principals proposed as the prime contractor, as well as subcontractors that will perform major or critical aspects of the requirement, when such information is relevant to this procurement. In addition, the Government will consider relevant information regarding predecessor companies or key personnel who have related experience in similar sized entities assisting at-risk youth in residential and/or training programs, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this procurement. Please note that emphasis will be given to the relevant experience of the prime contractor.
- When the Offeror is a joint venture or contractor team at the prime level, the relevant experience of the team, if any, will be considered. If the Offeror is a newly formed entity, the Government will evaluate the experience of the individual entity or entities that comprise the newly formed entity. If the Offeror is a joint venture, LLC, team, or other similar entity, DOL will evaluate the experience of the entities comprised of the joint venture, LLC, team or other similar entity. If the team has no relevant experience, but one or more team members do, the Contracting Officer will make a determination, at his/her discretion, based on the availability of information for a team member, and the nature and extent of that team member's proposed contribution to the work of the contract, regarding whether or how to evaluate relevant experience for the team.

In evaluating Relevant Experience, the Government will focus on the degree of similarity to the work expected to be performed under this procurement, relevant to the subject matter, size and complexity of the procurement under consideration. For the purpose of this solicitation Relevant Experience is defined as, within the three (3) years preceding the submission of this proposal, and for at least six months in duration, the Offeror performed a contract sufficiently similar in size, scope and complexity.

Factor 3: Staff Resources

The Staff Resources evaluation factor has elements, which are listed in descending order of importance. The information provided in the Offeror's Staff Resources section of its proposal shall be evaluated in accordance with the following:

- a. Adequacy of Staffing – Organization
Adequacy of Staffing will be evaluated to determine the appropriateness of the number and adequacy of staffing in accordance with the PRH.
- b. Staff Schedules Covering Critical Functions

Staff schedules will be evaluated to determine if critical functions for residential living, career preparation, academic and career technical training, and counseling and security are adequate in accordance with the PRH.

c. Corporate Oversight and Support

Corporate Oversight and Support will be evaluated to determine the adequacy of management/corporate services as well as other corporate support (G&A) that will be provided to this contract.

d. Key Personnel:

The Key Personnel will be evaluated to determine quality and adequacy of the Key Personnel's credentials, experience, and accomplishments as well as the adequacy of the duties identified in the position descriptions.

e. Staff Development and Incentives

Staff Development and Incentives will be evaluated to determine the appropriateness and adequacy of the staff development, retention, and incentives.

f. Transition-in and Transition-out

Offerors' approach to transition-in or transition-out will be evaluated in accordance with the following:

- i. The degree to which the transition plan demonstrates the Offeror's knowledge the scope of the tasks to be accomplished.
- ii. The adequacy of the corporate resources proposed to complete the tasks to be accomplished.

g. Staff Position Descriptions

The position descriptions for Key Personnel identified below will be evaluated to determine the quality and adequacy of duties described in the position descriptions.

Factor 4: Past Performance

Past performance may be evaluated based on information furnished by the references identified in Section L and any other available sources, such as Job Corps' Contractor's Automated Past Effectiveness Rating System and Outcomes Measurement System, the Past Performance Information Retrieval System (PPIRS), Office of the Inspector General Audits, and esrs.gov. The Government will evaluate the quality of performance relative to the scope, size, and complexity to the work described in the solicitation.

The Government will consider Past Performance information for the offeror or entity and/or its principals proposed as the prime contractor, as well as subcontractors that will perform major or critical aspects of the requirement, when such information is relevant to this procurement. In addition, the Government will consider past performance information regarding predecessor companies, and key personnel who have relevant

experience. Greater emphasis will be placed on the past performance of the prime contractor.

When the offeror is a joint venture or contractor team at the prime level, the past performance of the team, if any, will be considered. If the Offeror is a newly formed entity, the Government will evaluate the experience of the individual entity or entities that comprise the newly formed entity. If the Offeror is a joint venture, LLC, team, or other similar entity, DOL will evaluate the experience of the entities comprised of the joint venture, LLC, team or other similar entity. If the team has no relevant past performance, but one or more team members do, the Contracting Officer will make a determination, at his/her discretion, based on the availability of past performance information for a team member, and the nature and extent of that team member's proposed contribution to the work of the contract, as to whether or how to evaluate past performance for the team.

The Government may consider information obtained from other governmental and non-governmental sources.

The evaluation will include the past performance of offerors in complying with subcontracting plan goals for small disadvantaged business (SDB) concerns, monetary targets for SDB participation and notifications submitted under FAR part 19.1202-4(b).

Names of individuals providing reference information about an Offeror's past performance shall not be disclosed.

In evaluating past performance, the Government will focus on information that demonstrates quality of the Offeror's experience relevant to the size and complexity of the procurement under consideration. In addition, only past performance information for work performed during the past three years and at least twelve months in duration will be considered.

In accordance with the Federal Acquisition Regulation, an offeror without a record of relevant past performance shall not be evaluated favorably or unfavorably for this category. The offeror will receive a neutral rating.

M.3 BUSINESS MANAGEMENT EVALUATION

In accordance with FAR 15.404-1, the Government will conduct a price analysis to assess whether the contract price proposed is fair and reasonable.

The Government may conduct a price analysis focused on the reasonableness of the estimated price of performance, as distinct from the reasonableness of the contract price.

The Government will perform a price analysis of specific elements of each offeror's proposed prices to determine a probable cost of performance. As a result, the Government's price realism analysis is intended to guard against unsupported claims of cost savings (*e.g.*, unrealistically low

cost estimates) by determining whether the price as proposed represent what the agency realistically expects to pay for the proposed effort.

To foster competition and create more of a level field, please note that the Government will not evaluate transition in or transition out in evaluated cost/price.

M.4 SUBCONTRACTING PLAN

The Government will evaluate the acceptability of the apparent successful offeror 's subcontracting plan as part of the responsibility determination. The subcontracting plan will be reviewed in accordance with the following:

- (i) The extent to which the plan fully addresses all aspects of FAR 52.219-9;
- (ii) The effectiveness of the offeror's proposal in proposing concrete, feasible, proven strategies and methods to ensure the achievement of small business goals in each category;
- (iii) The extent to which the Offeror's plan subcontract's major program components;

If the apparent successful offeror fails to negotiate a subcontracting plan acceptable to the contracting officer within the time limit prescribed by the contracting officer, the offeror will be ineligible for award.

M.5 DETERMINATION OF COMPETITIVE RANGE

The competitive range of Offerors with whom negotiations will be conducted (if necessary) will be determined by the contracting officer pursuant to FAR 15.306(c). A competitive range determination (if necessary) may take place at any point in the evaluation process.

Offerors are advised that, in accordance with FAR 52.215-1, if the contracting officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.6 BEST VALUE SOURCE SELECTION

The overall evaluation methodology set forth above will be used by the contracting officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215-1, and as set forth in Section L of this solicitation, award will be made by the contracting officer to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors and sub-factors in this solicitation.

This best value procurement utilizes the tradeoff process set forth in FAR 15.101-1. In determining the best value, technical approach is more important than staff resources, which is

more important than relevant experience, which is more important than relevant past performance. And, technical approach, staff resources, relevant experience, and past performance, when combined are significantly more important than cost. However, if the contracting officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Further, the contracting officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

The Government is most interested in obtaining a proposal demonstrating innovative and superior value in the non-price factors than making an award at the lowest evaluated cost. The non-price factors (Technical Approach, Relevant Experience, Staff Resources and Past Performance) are significantly more important than the evaluated cost, as reflected in the evaluation of the Business Management Proposal.

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990